

**LIBER**

**506**

BOOK 506 PAGE 1

265023

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

No. of Additional Sheets Presented:

3.  The Debtor is a transmitting utility

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

DONALD N. KAHN  
DEBORAH A. KAHN  
LOT 250 'A' STREET  
LOTHIAN MD 20711

GREEN TREE ACCEPTANCE INC.  
2200 OPITZ BLVD ; #245  
WOODBIDGE, VA 22191

RECORD FEE 12.00  
POSTAGE 50  
#39537 0777 R01 T08:45  
DEC 8 86

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

1975 HILLCREST  
50 X 24 SERIAL # 02110943A1B1  
"AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S

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

Property is a fixture or fixture appurtenant to real estate.  
 Describe Real Estate Here.

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

9 Name of a Record Owner

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

No. & Street Town or City County Section Block Lot  
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction.  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s).

DONALD N. KAHN

DEBORAH A. KAHN

GREEN TREE ACCEPTANCE INC.

By Donald N. Kahn Deborah A. Kahn  
Signature(s) of Debtor(s)

Donna C. Jurek  
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

RECEIVED FOR RECORDS  
TREASURER'S OFFICE  
ALLEGANY COUNTY



1986 DEC -8 AM 10:59

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 October 20, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LEISURE SPORTS SALES OF MARYLAND, INC.  
Festival at Marley Station,  
Address 8137 F Governor Ritchie Highway, Pasadena, Maryland 21122

RECORD FEE 11.00  
JUSTICE .50  
#37528 0777 R01 TOP:39  
DEC 8 86

2. SECURED PARTY

Name THE HUNTINGTON NATIONAL BANK (Successor by merger to The Huntington National Bank of Northeastern Ohio)  
Address 917 Euclid Avenue, Cleveland, Ohio 44115  
  
Attn: David B. Consolo, Assistant Vice President  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

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

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

All Inventory and Receivables of Debtor as more particularly described on the Exhibit attached to and made a part hereof, some or all of which may be located at the following additional addresses of Debtor in the State of Maryland:

922 A. Rockville Pike  
Winter Green Plaza  
Rockville, Maryland 20852

925 Fairlawn Avenue  
Laurel, Maryland 20707

1238 Putty Hill Avenue #27  
Towson Market, #1  
Towson, Maryland 21204

833A Rockville Pike  
Winter Green Plaza  
Rockville, Maryland 20852  
CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Jerome Kohn CONTROLLER  
(Signature of Debtor) Jerome Kohn

LEISURE SPORTS SALES OF MARYLAND, INC.  
Type or Print Above Name on Above Line

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

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

Mailed to Secured Party

David B. Consolo AVP  
(Signature of Secured Party)

THE HUNTINGTON NATIONAL BANK  
Type or Print Above Signature on Above Line

11-90

1986 DEC - 8 AM 10:57

CR  
CLERK

STATE OF MARYLAND  
HARRIS COUNTY

**EXHIBIT**  
**INVENTORY AND RECEIVABLES**

All of Debtor's inventory including, but not limited to, parts, supplies, raw materials, work in process, finished goods, materials used or consumed in Debtor's business, repossessed and returned goods (hereinafter the "Inventory"), and all of Debtor's accounts, accounts receivable, contract rights, chattel paper, general intangibles, income tax refunds, instruments, negotiable documents, notes, drafts, acceptances and other forms of obligations and receivables arising from or in connection with the operation of Debtor's business including, but not limited to, those arising from or in connection with Debtor's sale, lease or other disposition of the Inventory (hereinafter the "Receivables"), whether Debtor's interest in the Inventory and Receivables as owner, co-owner, lessee, consignee, secured party or otherwise be now owned or existing or hereafter arising or acquired, and wherever located, together with all substitutions, replacements, additions and accessions therefor or thereto, all replacement and repair parts therefor, all negotiable documents relating thereto, all products thereof and all cash and non-cash proceeds thereof including, but not limited to, notes, drafts, checks, instruments, insurance proceeds, indemnity proceeds, warranty and guaranty proceeds and proceeds arising in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Inventory and Receivables by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority).

Some or all of the Inventory and Receivables may be more fully described in a schedule attached hereto.

DEBTOR\*:

LEISURE SPORTS SALES OF MARYLAND, INC.

By:

*[Signature]* CONTROLLED

\*(If corporation, have signed by authorized officer and state official title. If owner or partner, state which.)

Mailed to Secured Party

265025

PURCHASE MONEY  
FINANCING STATEMENT

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

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

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

Maturity date (if any) November 7, 1989

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

GLEN BURNIE DELI, INC. t/a Jack's of Lombard Street	6726 North Governor Ritchie Highway Glen Burnie, MD 21061			
---	--	--	--	--

Name of Secured Party or assignee	No.	Street	City	State
PAG Leasing Corp.	4400 Jenifer St.	N.W., Washington, DC	20015	

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

All items of personal property owned by  
Debtor listed on Schedule A attached hereto

RECORD FEE 12.00  
POSTAGE .50  
#35527 0777 001 108437  
DEC 8 86



1986 DEC - 8 AM 10:57  
RETURN TO: 1057 N. ...

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

CHECK THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is N/A

Debtor(s) or assignor(s)

Glen Burnie Deli, Inc.  
By: Adam Schwartz, President

PAG Leasing Corp. (Secured Party)  
(Corporate, Trade or Firm Name)  
By: Morton A. Faller, 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)

Mailed to Secured Party

*Handwritten initials/signature*

SCHEDULE A

BOOK 506 PAGE 5

(a) Any and all machinery, equipment, furniture and fixtures, now owned or hereinafter acquired, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection with the Debtor's operation of its business located at 6726 North Governor Ritchie Hwy., Glen Burnie, MD (hereinafter the "Premises").

(b) All inventory, raw materials, supplies and stock-in-trade owned or hereinafter acquired on the Premises and all substitutions, replacements and additions pertaining thereto.

(c) The Sublease for the Premises and all leasehold interests and improvements attached to or appurtenant to the Debtor's said business and any replacements or additions thereto.

(d) All licenses (including any alcoholic beverage licenses), permits owned, issued or granted in any way and which may lawfully serve as collateral issued or otherwise acquired by the Debtor and required for the lawful operation of Debtor's business located at the Premises and all renewals, replacements, extensions and substitutions of the same.

(e) All the terms of that certain Franchise Agreement for operation of a Jack's Corned Beef restaurant at the Premises, wherein Jack's Food Systems, Inc. is the Licensor and Debtor, is the Licensee.

(f) All accounts receivable or other monies owing to the Debtor.

(g) All after-acquired personal property and/or leasehold improvements, including goods, wares, chattels, fixtures, equipment, furniture and contract rights.

(h) The proceeds and products of the aforestated Collateral.

Mailed to Secured Party



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

1. Debtor(s) (Last Name First) and address(es) Lehmer: Donald O., Jr. 409 Vista Way Ft. Washington, MD 20744		2. Secured Party(ies) and address(es) Horizon Financial, F.A. 808 Masons Mill Business Park 1800 Byberry Road Huntingdon Valley, PA 19006		3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>496-441</u> Filed with <u>Anne Arundel</u> Date Filed <u>4-4-86</u> 19 <u>86</u>		RECORD FEE 10.00 POSTAGE 50 439525 0777 101 108:15 DEC 8 1986		
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.				

8/25/86

No. of additional Sheets presented:

By: \_\_\_\_\_ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Horizon Financial F.A. \_\_\_\_\_ Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - 1030

Mailed to Secured Party

1986 DEC -8 AM 10:57



Buyer's (Debtor's) Name (Last name first) <b>Buck, William H.</b>	Purchaser's Mailing Address <b>1804 Severn Grove Rd., Annapolis, MD</b>	Zip Code <b>21401</b>
Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address <b>21401</b>	Zip Code
Seller's Name <b>Annapolis 4A Rentals &amp; Sales</b>	Seller's Address <b>1919 Lincoln Dr., Annapolis, MD</b>	Zip Code <b>21401</b>

BUYER'S SOC. SEC. NO. (First Signer) **089-34-0381**

DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:

QTY.	N=New U=Used	Manufacturer	MODEL	GOODS (Equipment)	Serial No.
1	N	JD	318	Lawn & Garden Tractor	M00318X37035
1	N	JD	50	Mid mower	M01013X545949
1	N	JD	54	Front blade w/angle	M00054X5400
1				Set tire chains	
1		Ohio	17	Cubic ft. Dump cart	

RECORD FEE 11.00  
POSTAGE .50  
35725 0777 001 108:32  
DEC 8 86

**FINANCING STATEMENT  
FOR FILING**

This statement is not to be recorded among the Land Records.

CHECK X ITEMS WHICH APPLY

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

Transaction  (is) (is not) subject to recordation tax imposed by Article 81, Sections 277 & 278. Principal amount of debt initially incurred \$ \_\_\_\_\_

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**

PO Box 4949, Syracuse, NY 13221

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

Mail to: **John Deere Company**  
P.O. Box ~~388~~ 4949  
Syracuse, N.Y. ~~13201~~ 13221

ANNE ARUNDEL, MD

Debtor resides in **Anne Arundel, MD** Note dated and signed **11/1/86** Debtor's Telephone No. **(301)266-7687**

*William H. Buck* (Debtor's Signature) **William H. Buck**  
*David B. Graham* (Seller's Signature) **David B. Graham,** Sales Mgr

(Do not write below this line)

Mailed Secured Party

1986 DEC - 8  
11/5  
AM 10:56

Buyer's (Debtor's) Name (Last name first) <b>Smith, Donald</b> / Clarence C.	Purchaser's Mailing Address <b>107 Phipps Ln., Annapolis, MD 21403</b>	Zip Code
Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address	Zip Code
Seller's Name <b>Annapolis 4A Rentals &amp; Sales</b>	Seller's Address <b>1919 Lincoln Dr., Annapolis, MD 21401</b>	Zip Code

BUYER'S SOC. SEC. NO. (First Signer)

DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:

QTY.	N=New U=Used	Manufacturer	MODEL	GOODS (Equipment)	Serial No.
1	N	J.D.	330	Lawn & Garden Diesel Tractor 16 h.p. 50" mid-mount mower, material collection system	M00330X36288

RECORD FEE 12.00  
POSTAGE .50

RECORDED BY 401 TOR:31  
DEC 8 1986

**FINANCING STATEMENT  
FOR FILING**

This statement is not to be recorded among the Land Records.



CHECK X ITEMS WHICH APPLY

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

1986 DEC - 8 AM 10:56

Transaction  (is not) subject to recordation tax imposed by Article 81, Sections 277 & 278. Principal amount of debt initially incurred \$ \_\_\_\_\_

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**  
PO Box 4949/Syracuse, NY 13221

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

Mail to: **John Deere Company**  
P.O. Box 585 4949  
Syracuse, N.Y. 13201 13221

Anne Arundel Co., MD

Debtor resides in Anne Arundel Co., MD Note dated and signed 11/11/86 Debtor's Telephone No. (301)268-6497  
(County) (State) (Date)

Donald Smith  
Clarence C. Smith

*Donald Smith* (Debtor's Signature)  
*Clarence C. Smith* (Debtor's Signature)  
*Annapolis 4A Rentals & Sales* (Seller's Name)  
*David B. Graham* (Seller's (Secured Party) Signature)

Sales  
Mgr. **David B. Graham**

(Do not write below this line)

Mailed to Secured Party

265029

BOOK 506 PAGE 10

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

3. Maturity date (if any): (leave blank)

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

Nicholson Nursery, Inc.  
509 Melbourne Avenue  
Fairhaven, MD 20754

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

JOHN DEERE COMPANY  
P. O. BOX 4949  
SYRACUSE, NY 13221

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

RECORD FEE 11.00  
POSTAGE .50  
M39521 0777 AM 108:30  
DEC 8 86

The amount of indebtedness secured under this financing statement at the time of its filing exceeds \$200.00

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

- 1 - John Deere Model 655 Tractor, SN: M00655A420241
- 1 - John Deere Model 655 Tractor, SN: M00655A420199
- 1 - John Deere Model 50" Mid Mount Mower, SN: M02760X555074
- 1 - John Deere Model 50" Mid Mount Mower, SN: M02760X555128

CR  
CLERK

Anne Arundel 521 08 8943 11/11 B

Proceeds of Collateral are also covered.

Products of Collateral are also covered.

No. of additional sheets presented

Name & Address of Assignee of Secured Party:  
JOHN DEERE COMPANY

FILED WITH:  Sec. of State  Other: (Indicate Office)

This instrument prepared by Secured Party at Secured Party's above mentioned address.

The carbon impressions of our signatures on copies of this Financing Statement shall constitute signatures on such copies.

Oscar Nicholson

Nicholson Nursery, Inc.

Signature(s) of Debtor(s)

JOHN DEERE COMPANY

Ronald T. Williams, Administra.

Signature(s) of Secured Party(ies)

FILING OFFICER COPY - ALPHABETICAL

STANDARD UNIFORM COMMERCIAL CODE FORM - UCC-1

RECEIVED FOR RECORD  
ANNE ARUNDEL COUNTY

1986 DEC -8 AM 10:56

Mailed to Secured Party

86A121

BOOK 506 PAGE 11

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

July 2, 1986 19

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

Description of Financing Statement hereby terminated:

File No. 247115 Dated April 7th, 1983

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

RECORDED IN  
461/282

DEBTOR OF DEBTORS (name and address):

NAME James Henry Cunningham and Lorna Joan Cunningham

ADDRESS 433 Edgemere Drive  
Annapolis Maryland 21403

RECORD FEE 10.00  
RECORD 1.50  
RECORD 0345 AM 715:36

The said Filing Office, or presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

REC 8 26

NAVY FEDERAL CREDIT UNION  
Secured Party

By: [Signature]  
(Authorized Signature)  
Robert P. Strassheim

ASSISTANT TREASURER  
(Title)

BR

1986 DEC -8 PM 4:27

Mailed to Secured Party

10-  
L

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) Scott Jr, Leroy F Scott, Regina C 1126 xxx Wynbrook Road Glen Burnie, Md 21061	2. Secured Party (ies) and address(es) Mercury Marine Acceptance Corp Security Office Park Suite 114, 7008 Security Blvd Baltimore, Md 21207	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: 1985 Mariner outboard Model 75ELPT Serial No. 0A170038 With controls, Ignition Switch, propeller 1986 NOV 21		5. Assignee(s) of Secured Party and Address(es) RECORD FEE 12.00 63768 C345 ROL 11:51 DEC 8 86

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

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

Filed with:

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Date November 21 1986 By Chas M Oelt  
Mercury Marine Acceptance Corp.  
(Signature of Secured Party or Assignee of record. Not Valid Until Signed.)

(3) Filing Officer Copy-Acknowledgement Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgment.

Mailed to Secured Party

RECEIVED FOR RECORD  
DISTRICT COURT, BALTIMORE COUNTY  
1986 DEC -8 PM 3:51



TO BE RECORDED:

- LAND RECORDS       SUBJECT TO  
 FINANCING RECORDS       NOT SUBJECT TO  
 ASSESSMENTS & TAXATION

RECORDING TAX ON PRINCIPAL

AMOUNT OF \$ -0-

FINANCING STATEMENT

DEBTOR:

JOHN R. SHERMER & THERESA M. SHERMER  
 Name--Print or Type

4325 OWENS BROOKE CT. WEST RIVER, A.A. MD 20778  
 Address--Street No.      City - County      State      Zip code

SECURED PARTY:

THE WRIGHT COMPANY  
 Name--Print or Type

525 RABBIT HILL RD. RIVA A.A. MD 21140  
 Address--Street No.      City - County      State      Zip code

RECORDED BY 12.00  
 POSTAGE .50  
 107710 0346 AM 113:35  
 REC 9 86

ASSIGNEE:  
 (If Any)

Baltimore Gas & Electric Company  
 Name--Print or Type

1508 Woodlawn Drive Baltimore, MD 21207  
 Address--Street No.      City - County      State      Zip code

1. This Financing Statement covers a Purchase Money Security Interest in types of property described below:

INSTALLED 2 RHEEM HEAT PUMPS MODEL# RPCB 024 JAS SEER 10  
 INSTALLED 2 RHEEM AIR HANDLERS + COIL MODEL# RHQA 1010 BXX  
 INSTALLED 2 RHEEM THERMOSTATS - C-70 M.H.  
 REVAMPED DUCT WORK TO FIT UNITS ONLY



2. The above described personal property is to be affixed to the real property described below:

All that parcel of land as more fully described in the Land Records of Anne Arundel County, recorded on 8/3/86 in Liber EAC 4120 and Folio 623. The improvements thereon being known as 4325 Owens Brooke Court.

The name of a record owner is John R. Shermer

DEBTOR(S): *John R. Shermer*      *Theresa M. Shermer*  
 Signature      Signature

JOHN R. SHERMER      THERESA M. SHERMER  
 Printed name of person signing      Printed name of person signing

TO THE FILING OFFICER: After this statement has been recorded please mail the same to: Kathy J. Wainwright      1508 Woodlawn Drive Balto., MD 21207  
 Name      Address

Mailed to Secured Party

12.80

1986 DEC -9 PM 1:37

TO BE RECORDED:

- LAND RECORDS
- FINANCING RECORDS
- ASSESSMENTS & TAXATION

- SUBJECT TO
- NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL  
AMOUNT OF \$ -0-

**FINANCING STATEMENT**

DEBTOR:

ISIDORE J. & LINDA L. WILLIAMS  
Name--Print or Type  
836 STEVENSON RD. SEVERN, MARYLAND 21144  
Address--Street No. City - County State Zip code

SECURED PARTY:

GERALD ALLEN  
Name--Print or Type  
4002 4th STREET BALTO. MARYLAND 21225  
Address--Street No. City - County State Zip code

ASSIGNEE:  
(If Any)

Baltimore Gas & Electric Company  
Name--Print or Type  
1508 Woodlawn Drive Balto., MD 21207  
Address--Street No. City - County State Zip code

1. This Financing Statement covers a Purchase Money Security Interest in types of property described below:

Rheem Heat Pump, model # RPCB 036 JAS  
Serial #  
S.E.B.R. RATING 8-30  
200 amp. breaker box

RECORD FEE 12.00  
POSTAGE .50  
057712 036 RM 113:37  
DEC 9 86

2. The above described personal property is to be affixed to the real property described below:

All that parcel of land as more fully described in the Land Records of Anne Arundel County, recorded on 10/20/86 in Liber WGL 3352 and Folio 350. The improvements thereon being described as 836 Stevenson Lane.

The name of a record owner is Isadore J. Williams

DEBTOR(s): *Isidore J. Williams* *Linda L. Williams*  
Signature Signature

Isidore J. Williams  
Printed name of person signing

Linda L. Williams  
Printed name of person signing

TO THE FILING OFFICER: After this statement has been recorded please mail the same to: Kathy J. Wainwright 1508 Woodlawn Dr. Balto., MD 21207  
Name Address

1270 CR CLERK Mailed to Secured Party

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254069

RECORDED IN LIBER 478 FOLIO 263 ON October 2, 1984 (DATE)

1. DEBTOR: Interior Design Contractors, Inc.

Name \_\_\_\_\_

Address 970 Lynch Drive, Arnold, Maryland 21012

2. SECURED PARTY:

Name Annapolis Banking and Trust Co.

Address P.O. Box 311, Annapolis, Maryland 21404

SBA, 10 North Calvert Street, Baltimore, Maryland 21202 Attn: Anita L. Wilson  
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 <input type="checkbox"/>	The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above is still effective.
B. Partial Release <input type="checkbox"/>	From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment <input checked="" type="checkbox"/>	The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property: All accounts, inventory, machinery, equipment, fixtures and furniture etc.
D. Other <input type="checkbox"/>	(Indicate whether amendment, termination, etc. _____)
<p>U.S. Small Business Administration 10 North Calvert Street Baltimore, Maryland 21202</p> <p>RECORD FEE 10.00 POSTAGE .50 #09633 0055 R02 T15:25 DEC 9 1986</p>	

1986 DEC -9 PM 3:24

Dated December 8, 1986

Pamela J. Coster  
(Signature of Secured Party)

Pamela J. Coster, Assistant Vice President  
Type or Print Above Name on Above Line

1000  
0101  
JD

Mailed to Secured Party

265043

TO BE RECORDED IN THE  
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor:  
ATTMAN CONSTRUCTION CO., INC.

Address:  
7779 New York Lane  
Glen Burnie, Maryland 21061

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 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.

(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.

(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 contemplated development of the premises.

01:41:10  
6-30-86  
DEC 9 1986



RECORD FEE  
POSTAGE

21.00  
.50

440000 LMS NO. 116107  
DEC 9 1986

Handwritten signature or initials.

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:  
ATTMAN CONSTRUCTION CO., INC.

BY: Leonard J. Attman, Pres. (SEAL)  
Leonard J. Attman, President

BY: Charles B. Heyman, his atty-in-fact (SEAL)  
Charles B. Heyman,  
his attorney-in-fact

Dated: NOVEMBER 13, 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

s350232p.mls

**STV/LYON ASSOCIATES**

ENGINEERS ARCHITECTS PLANNERS  
 21 GOVERNOR'S COURT  
 BALTIMORE MD 21207 2722  
 301-944-9112

EXHIBIT "A"

DESCRIPTION OF EMMA E. WENGERT, ET AL PROPERTY,  
 LOCATED AT THE SOUTHEAST INTERSECTION OF  
 MARYLAND ROUTE NO. 100 AND OAKWOOD ROAD,  
 3RD ASSESSMENT DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

BEGINNING FOR THE FIRST at a rebar set along the eastern right-of-way line of Oakwood Road, being distant 40.00 feet east of Base Line Station 7+60.38, as shown on Anne Arundel County Department of Public Works, Plat 1, Section 1, Oakwood Road Extended, Plat No. 23413, said point also being located along the seventh or North  $83^{\circ}$  West 957 feet line of the fourth described parcel of land in a conveyance from George Sachse, Trustee, unto Emma E. Wengert, et al, by a deed dated October 4, 1954 and recorded among the Land Records of Anne Arundel County, Maryland in Liber No. 872, folio 377, etc., being distant as now surveyed, South  $88^{\circ}30'46''$  East 86.25 feet, reversely, from the end thereof, thence leaving said seventh line and running through said fourth parcel, along said eastern right-of-way line of Oakwood Road, as now surveyed by STV/LYON ASSOCIATES, with all bearings being referred to the Grid Meridian as established by the Maryland State System of Plane Coordinates, the eight following courses and distances by a curve to the right having,

1. A radius of 1,673.04 feet, an arc length of 58.97 feet, said curve being subtended by a chord bearing North  $02^{\circ}16'57''$  West 58.96 feet to a rebar set thence,
2. North  $51^{\circ}16'13''$  East 31.64 feet to a rebar set thence,
3. North  $00^{\circ}45'24''$  East 173.43 feet to a rebar set, thence by a curve to the right having,
4. A radius of 1,653.04 feet, an arc length of 26.70 feet, said curve being subtended by a chord bearing North  $05^{\circ}52'46''$  East 26.70 feet to a rebar set at a point of tangency thence,
5. North  $06^{\circ}20'33''$  East 22.33 feet to a rebar set thence,
6. North  $09^{\circ}36'12''$  West 36.40 feet to a rebar set thence,
7. North  $08^{\circ}04'41''$  East 165.08 feet to a rebar set thence,
8. North  $65^{\circ}58'20''$  East 7.72 feet to a wooden stake heretofore set, (now replaced with a rebar set), to intersect the southern right-of-way line of Access Ramp No. 4 of the aforesaid Maryland Route No. 100, as improved, thence running with and binding on said southern right-of-way line, as now surveyed, the two following courses and distances,

9. North  $77^{\circ}44'12''$  East 103.29 feet to a wooden stake heretofore set, (now replaced with a rebar set) thence,
10. North  $88^{\circ}11'49''$  East 152.51 feet to a rebar set 41.00 feet south of Base Line Station 13+00 of said Access Ramp No. 4, as shown on State Roads Commission of Maryland Right-of-Way Plat No. 25631, thence continuing along the southern right-of-way line of said Access Ramp No. 4, as shown on said plat, the three following courses and distances.
11. South  $87^{\circ}57'05''$  East 197.23 feet to a rebar set, thence by a curve to the right having,
12. A radius of 1,018.14 feet, an arc length of 194.07 feet, said curve being subtended by a chord bearing South  $88^{\circ}59'28''$  East 193.77 feet to a wooden stake heretofore set, (now replaced with a rebar set), thence,
13. South  $85^{\circ}32'38''$  East 120.71 feet to a point to intersect the sixth line of the aforementioned fourth parcel of land unto Emma E. Wengert, et al, thence leaving said Maryland Route No. 100 and running with and binding on a portion of said sixth line, viz;
14. South  $05^{\circ}30'46''$  East 535.31 feet to a point, to the beginning of the aforementioned seventh line, thence along a portion of same, viz;
15. North  $88^{\circ}30'46''$  West 870.28 feet to the point of beginning ... containing 10.0285 acres of land, more or less.

BEGINNING FOR THE SECOND at a rebar set along the westerly right-of-way line of Oakwood Road, being distant North  $83^{\circ}39'28''$  West 91.75 feet, as now surveyed, from Base Line Station 3+92, as shown on Anne Arundel County Department of Public Works, Plat 1, Section 1, Oakwood Road Extended, Plat No. 23413, said point also being located along the second or North  $17^{\circ}$  East 551.1 feet line of the fourth described parcel of land in a conveyance from George Sachse, Trustee, unto Emma E. Wengert, et al, by a deed dated October 4, 1954 and recorded among the Land Records of Anne Arundel County, Maryland in Liber No. 872, folio 377, etc., being distant, as now surveyed, North  $12^{\circ}24'36''$  East 233.04 feet from the beginning thereof, thence leaving said second line and running with and binding on the westerly right-of-way line of said Oakwood Road, as now surveyed by STV/LYON ASSOCIATES, with all bearings being referred to the Grid Meridian as established by the Maryland State System of Plane Coordinates, the two following courses and distances,

1. South  $83^{\circ}39'28''$  East 26.75 feet to a rebar set, thence,
2. South  $08^{\circ}50'37''$  West 109.23 feet to a rebar set, thence along a fillet between said Oakwood Road and Hospital Drive, as shown on said Plat No. 23413, viz;

**STV/LYON ASSOCIATES.**

BOOK 506 PAGE 21

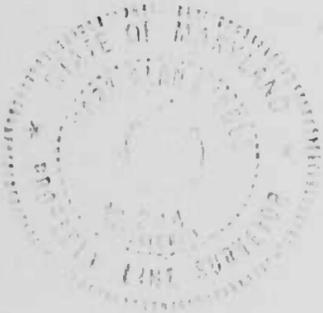
3. South 38°57'15" West 55.05 feet to a rebar set, to intersect the northerly right-of-way line of Hospital Drive, distant 60 feet northerly, measured at right angles, from Base Line Station 1+00 as shown on said Plat No. 23413, thence along said northerly right-of-way line of Hospital Drive, viz;
4. South 80°45'43" West 9.46 feet to a rebar set, to intersect the aforementioned second line, thence leaving Hospital Drive and running with and binding on a portion of said second line, viz;
5. North 12°24'36" East 158.93 feet to the point of beginning ... containing 4,286.56 square feet or 0.0984 acre of land, more or less.

The hereindescribed two parcels of land BEING a portion of the fourth described parcel of land in a conveyance from George Sachse, Trustee, unto Emma E. Wengert, et al, by a deed dated October 4, 1954 and recorded among the Land Records of Anne Arundel County, Maryland in Liber No. 872, folio 377, etc.

*Mark A. Riddle*

November 12, 1986

STV/LYON ASSOCIATES  
Mark A. Riddle  
MD. Reg. Property Line Surveyor No. 244



Mailed to Secured Party

Please return to:

THE SENTINEL TITLE CORPORATION  
400 E. PRATT ST. SUITE 606  
BALTIMORE, MARYLAND 21202-3184  
547-1111

FINANCE  
506 PAGE 22

To Be Recorded In The Land  
Records And In The Financing  
Statement Records of Anne Arundel  
County, Maryland And Among The  
Financing Statement Records  
Of The State Department of  
Assessments and Taxation

This Financing Statement Is  
Subject To Recording Tax  
Of \$21,000<sup>00</sup> On Principal Sum  
Of \$3,000,000<sup>00</sup>, Which Tax  
Was Paid Upon Recordation Of A  
Deed of Trust

265043

FINANCING STATEMENT

1. Debtor:

CROFTON CONVALESCENT ASSOCIATES  
LIMITED PARTNERSHIP  
c/o Crofton Convalescent Center  
2131 Davidsonville Road  
Crofton, Maryland 21114

2. Secured Party:

THE BANK OF BALTIMORE  
One East Baltimore Street  
Baltimore, Maryland 21202

RECORD FEE 24.00  
POSTAGE 50  
#09743 0237 R02 T11:21  
DEC 10 86

Attention: Terry W. Miller,  
Assistant Vice President

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

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

b. All building and construction materials and supplies of  
every kind, nature and description located on, at, or  
about the real property described below, whether or not

CR  
CLERK

1986 DEC 10 AM 11:34

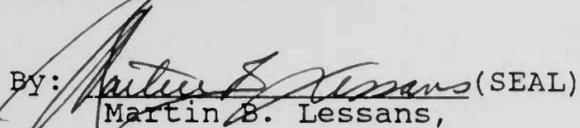
24.00

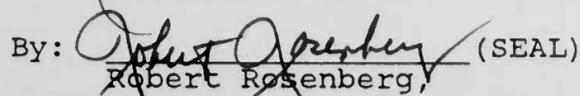
yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the real property described below, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement of the real property described below, including, by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding, for so long as such items are or remain personal property and not fixtures or permanent additions to the real property described below.

- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings, licenses, permits and approvals and applications therefor from governmental authorities, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
- d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
- e. All mineral rights and mining rights, as well as all minerals, dirt, sand, gravel, pebbles, stones, rocks soil and the like (including oil and gas) which have not been extracted from the real property described below.
- f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Deed of Trust referred to below or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.

- g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property described below.
  - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers to secure payment of the contract price, of any contract of sale for all or any portion of the real property described below.
  - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property is to be affixed to the real property described in Exhibit "A" attached hereto, being located in Anne Arundel County, Maryland and described in a Deed of Trust of even date herewith and recorded among the Land Records from the Debtor to the Trustees named therein for the benefit of the Secured Party. The aforementioned Deed of Trust serves as the security agreement which creates the security interest evidenced by this financing statement. The record owner of such real property is the Debtor.
5. The proceeds (including insurance proceeds) and products of the collateral are secured, as are future advances and after acquired property, and any substitutes, renewals, replacements, additions and accretions of or to any of the above described collateral.

DEBTOR:  
CROFTON CONVALESCENT ASSOCIATES  
LIMITED PARTNERSHIP

BY:  (SEAL)  
Martin B. Lessans,  
General Partner

BY:  (SEAL)  
Robert Rosenberg,  
General Partner

SECURED PARTY:  
THE BANK OF BALTIMORE

By:  (SEAL)  
Terry W. Miller,  
Assistant Vice President

By: Paul Martin Rosoff (SEAL)  
Paul Martin Rosoff,  
General Partner

BOOK 506 PAGE 25

Date: December 9, 1986

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

Adelina M. Welch, Esquire  
Whiteford, Taylor & Preston  
1400 Union Trust Tower  
Seven Saint Paul Street  
Baltimore, Maryland 21202  
Our File No.: 03945/00100

AMW/kag/real estate  
bank balto/crofton  
financing statement



---

Architects 2594 Riva Road  
Engineers Annapolis, MD 21401  
Planners 301 841-6811  
Surveyors metro 261-8707

---

November 18, 1986

EXHIBIT "A"

DESCRIPTION OF LOT 1  
CROFTON CONVALESCENT CENTER  
SECOND ELECTION DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING at point number 1 binding on the northerly right-of-way line for Davidsonville Road (Maryland Route 424); said point being the easterly most corner of Lot 1 as shown on a plat entitled "Plat 2 of 2, Record Plat, of 5.00 ac., Crofton Convalescent Center," and recorded in plat book 69 at plat 3 among the plat records of Anne Arundel County, Maryland; thence with the point of beginning so fixed and binding on the said right-of-way in part as now described by Dewberry & Davis Registered Professional Land Surveyors with meridian referenced to Maryland State Grid North

- 1) North  $34^{\circ} 09' 37''$  West 384.23 feet; thence
- 2) North  $34^{\circ} 09' 37''$  West 57.70 feet; thence northeasterly 41.44 feet along the arc of a curve to the right having a radius of 30.00 feet subtended by a chord bearing and distance of
- 3) North  $05^{\circ} 25' 19''$  East 38.23 feet; thence binding on the easterly right-of-way line for Reidel Road (60' wide) in part
- 4) North  $45^{\circ} 00' 27''$  East 347.96 feet; thence
- 5) North  $42^{\circ} 38' 55''$  East 103.15 feet; thence departing said right-of-way line
- 6) South  $34^{\circ} 08' 10''$  East 471.09 feet; thence
- 7) South  $45^{\circ} 00' 27''$  West 474.81 feet to the point and place of beginning.

CONTAINING 5.0000 acres of land.

BEING all of Lot 1 as shown on a plat entitled "Plat 2 of 2, Record Plat, of 5.00 Ac., Crofton Convalescent Center," and recorded among the plat records of Anne Arundel County, Maryland in plat book 69 at plat 3.

Mailed to Secured Party

Mail to

Centennial Title

Fairfax, VA  
Annapolis, MD  
Baltimore, MD  
Danville, VA

Gaithersburg, MD  
Landover, MD  
Manassas, VA  
Marion, VA

Morristown, TN  
Raleigh, NC  
Richmond, VA  
Woodbridge, VA



DEBTOR:

SECURED PARTY:

BOOK 500 PAGE 28

By: ROBERT A. PODROG

By:

BY: FRANKLIN PAULSON

Dated:

MR. CLERK: Return to:

MANIS, WILKINSON, SNIDER & GOLDSBOROUGH  
145 MAIN/GORMAN STREETS  
P. O. BOX 1911  
ANNAPOLIS, MARYLAND 21404

LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
P. O. BOX 921  
ANNAPOLIS, MD 21404  
(301) 263-8255

## EXHIBIT 'A'

ALL that certain lot, piece or parcel of land, with all the improvements thereon and appurtenances thereunto belonging, lying and being in Anne Arundel County, Maryland, designated as Lot 10, Plat 3, Annapolis Science Center containing 3.873 acres, more or less, as shown on a plat entitled 'Plat Three, Annapolis Science Center' recorded in the Land Records of Anne Arundel County, Maryland, in Liber 43, folio 29, and as shown on a plat made by McCrone dated August 12, 1986, entitled 'Annapolis Science Center, Lot 10 - Plat 3', a copy of which plat is attached hereto and to be recorded herewith, reference to which plats is hereby made for a more particular description of the property.

BEING the same property conveyed to 177 Limited Partnership, a Maryland Limited Partnership, by deed from Research Land Corporaiton, Inc., a Maryland corporation (then known as Kent Research & Mfg., Inc.) dated December 29, 1981, and recorded December 31, 1981, in the Land Records of Anne Arundel County, Maryland, in Liber 3464, folio 379.

## EXHIBIT 'A'

ALL that certain lot, piece or parcel of land, with all the improvements thereon and appurtenances thereunto belonging, lying and being in Anne Arundel County, Maryland, designated as Lot 10, Plat 3, Annapolis Science Center containing 3.873 acres, more or less, as shown on a plat entitled 'Plat Three, Annapolis Science Center' recorded in the Land Records of Anne Arundel County, Maryland, in Liber 43, folio 29, and as shown on a plat made by McCrone dated August 12, 1986, entitled 'Annapolis Science Center, Lot 10 - Plat 3', a copy of which plat is attached hereto and to be recorded herewith, reference to which plats is hereby made for a more particular description of the property.

BEING the same property conveyed to 177 Limited Partnership, a Maryland Limited Partnership, by deed from Research Land Corporaiton, Inc., a Maryland corporation (then known as Kent Research & Mfg., Inc.) dated December 29, 1981, and recorded December 31, 1981, in the Land Records of Anne Arundel County, Maryland, in Liber 3464, folio 379.

Mail to Home Ben Life Ins

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 28 Nov 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Edwards, George A. & Edwards, Lee Anne d/b/a Homeowners and Contractors  
Address 7450 Shipley Avenue, Millersville, MD 21046

2. SECURED PARTY

Name McClung-Logan Equipment Company, Inc.  
Address 4601 Washington Boulevard, Baltimore, MD 21227

RECORD FEE 13.00  
#40571 0345 PM 11:44:34  
DEC 10 86

AMCA International Finance Corporation of Georgia, 1117 Perimeter Center West, Ste N-316, Atlanta, GA 30338  
Person And Address To Whom Statement Is To Be Returned 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 6608 Hydraulic Excavator, S/N 19397

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, Georgia 30338

This financing statement covers a purchase money security interest created under a conditional sales contract and falls within the exception contained in MD, ANN. CODE art. 81, &277(2) (ii) (5) (1984).

MD statutes

CHECK  THE LINES WHICH APPLY

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

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

CR CLERK

1986 DEC 10 PM 3:40

George A. Edwards individually  
(Signature of Debtor) (title)

George A. Edwards  
Type or Print Above Name on Above Line

Lee Anne Edwards individually  
(Signature of Debtor) (title)

Lee Anne Edwards  
Type or Print Above Signature on Above Line

Ray Z. Royen, Inc.  
(Signature of Secured Party) (title)

McCLUNG-LOGAN EQUIPMENT COMPANY, INC.  
Type or Print Above Signature on Above Line

13 - 100

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

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

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

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

1. DEBTOR

Name Homeowners and Contractors  
Address 7450 Shipley Avenue, Millersville, MD 21046

RECORD FEE 11.00  
740222 0345 001 114435  
DEC 10 1986

2. SECURED PARTY

Name McClung-Logan Equipment Company, Inc.  
Address 4601 Washington Boulevard, Baltimore, MD 21227

AMCA International Finance Corporation of Georgia, 1117 Perimeter Center West, Ste N-316, Atlanta, GA 30338  
Person And Address To Whom Statement Is To Be Returned 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 6608 Hydraulic Excavator, S/N 19397

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, Georgia 30338

This financing statement covers a purchase money security interest created under a conditional sales contract and falls within the exception contained in MD, ANN. CODE art. 81, & 277(2) (ii) (5) (1984).

MD statutes

CHECK  THE LINES WHICH APPLY

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

*George A. Edwards* (Signature of Debtor) (title)

George A. Edwards  
Type or Print Above Name on Above Line  
*Lee Anne Edwards* (Signature of Debtor) (title)

Lee Anne Edwards  
Type or Print Above Signature on Above Line

*Ray B. Logan, Inc.* (Signature of Secured Party) (title)

McCLUNG-LOGAN EQUIPMENT COMPANY, INC.  
Type or Print Above Signature on Above Line

11/86

1986 DEC 10 3:40  
CLERK

Debtor or Assignor Form

FINANCING STATEMENT

265060

Not subject to Recordation Tax  
 Subject to Recordation Tax; Principal  
Amount is \$ 7800.00

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

Name of Debtor

Address

Jerome G. Shacka, Jr.

1124 Foxwood Lane  
Essex, Md. 21221

Secured Party

Address

Farmers National Bank

5 Church Circle  
Annapolis, Md. 21404

Assignee

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

Attach separate  
list if necessary

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

1987 Dynasty 17' Power Boat  
Serial # MJ151121T687

RECORD FE 11.00  
POSTAGE .50  
#40232 036 MI 115408  
DEC 10 86

2. The collateral property is affixed or to be affixed to or is or is to be crops on the  
following real estate:

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the  
address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

*Jerome G. Shacka Jr.*  
Jerome G. Shacka Jr.

THE FARMERS NATIONAL  
BANK OF ANNAPOLIS

BY

*Earl C. McNay*  
Earl C. McNay, AVP

Type or print names under signatures

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

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

11.50

1986 DEC 10 PM 3:41

265061

Debtor or Assignor Form

FINANCING STATEMENT

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

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

Name of Debtor

Address

TEMCO, LTD.  
T/A DESTINATION TRAVEL

2086 GENERALS HIGHWAY  
ANNAPOLIS, MD 21401

RECORDED  
RECORD TAX  
FEE  
12.  
105.

SECURED PARTY

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

140233 0345 801 115408  
DEC 10 86

Attach separate  
list if necessary

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

1 IBM PC/XT 2 OMB 5160089, SER. NO. 4048789; 1 IBM QUIETWRITER, SER. NO. 13410000149112; 1 IBM QUIETWRITER SHEETFEEDER; 1 IBM QUIETWRITER TRACTOR FEED; 1 IBM PRINT ADAPTER; APOLLO EQUIPMENT TS 2000; 1 IBM PCXT STANDARD SYSTEM SOFTWARE; 1 HOTEL/CAR COMMISSION; 1 VOLKSWRITER/MAIL LIST; AS WELL AS ALL OTHER PERTINENT EQUIPMENT.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

TEMCO, LTD.  
T/A DESTINATION TRAVEL

BY:

*[Handwritten Signature]*

Secured Party (or Assignee)

FARMERS NATIONAL  
BANK OF MARYLAND

BY

*[Handwritten Signature]*

CR  
CLERK

Type or print names under signatures

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

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

12  
105  
50

1986 DEC 10 PM 3:41

Debtor or Assignor Form

FINANCING STATEMENT

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

<u>Name of Debtor</u>	<u>Address</u>
Eastern Food Systems, Inc.	10 Alco Place Baltimore, MD 21227

RECORD FEE 11.00  
 POSTAGE .50  
 040234 045 R01 T15409

SECURED PARTY

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

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):  
 All inventory, accounts receivable and equipment now owned or hereafter acquired by Borrower and all proceeds (cash and non-cash) of such inventory, accounts receivable and equipment.

REC 10 86

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)  
 Eastern Food Systems, Inc.

Secured Party (or Assignee)

BY: *John M. Speake*

FARMERS NATIONAL  
 BANK OF MARYLAND

BY: *Ross Helby*



1986 DEC 10 PM 3:41

Type or print names under signatures

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

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

*11/20*

BOOK 506 PAGE 36

UNIFORM COMMERCIAL CODE ~~XXXXXXXXXXXXXXXXXXXX~~  
STATEMENTS OF ~~CONTINUATION~~ ~~PARTIAL RELEASE~~ ASSIGNMENT ~~ETC~~ — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER 259 FOLIO 299 ON \_\_\_\_\_ (DATE)

1. DEBTOR

Name Brockmont Limited Partnership  
c/o Gary D. Rappaport, The Signet Companies, 1099 22nd Street, N.W.  
Address Suite 604, Washington, D.C. 20035

2. SECURED PARTY

Name American Security Bank, N.A.  
Address 730 15th Street, N.W., Washington, D.C. 20005

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

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

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.) <del>AMENDED</del> <del>ETC</del></p> <p><del>XXXXXX IN THE ATTACHED FINANCING STATEMENT DATED DECEMBER 11, 1986</del></p>
<p>Assignee:</p> <p>The National Bank of Washington Real Estate Department 4340 Connecticut Avenue, N.W. Washington, D.C. 20008</p>		

RECORDED FOR RECORD  
ANNE ARUNDEL COUNTY

1986 DEC 11 PM 2:21  
H. ERLE SCHAFER  
CLERK

37

Return to Commercial Settlements, Inc.  
1413 K Street, N.W.  
Washington, D.C. 20005

AMERICAN SECURITY BANK, N.A.

Dated December 9, 1986

By: William Teyon  
(Signature of Secured Party)

Its: Vice President  
Type or Print Above Name on Above Line

10.00  
50  
Mailed to Secured Party

AMENDED FINANCING STATEMENT

ORIGINAL FINANCING STATEMENT RECORDED IN LIBER 259 AT FOLIO 299

TO:        Land Records, Circuit Court of Anne Arundel County,  
Maryland

  X   Financing Records, Circuit Court of Anne Arundel  
County, Maryland **265664**

       Financing Records, State Department of Assessments and  
Taxation

NOT SUBJECT TO RECORDATION TAX

The appropriate amount of recordation taxes has been paid in connection with the recording of a Deed of Trust among the land records of the jurisdiction in which the land herein described is located and granting to the Secured Party, as security for the loan herein described, a security interest in the same property as described in this instrument.

THIS FINANCING STATEMENT, dated as of the 8 day of December 1986, is presented for filing pursuant to the Maryland Uniform Commercial Code.

1. Debtor's name and address:

BROCKMONT LIMITED PARTNERSHIP  
c/o The Signet Companies  
1099 22nd Street, N.W., Suite 604  
Washington, D.C. 20037

2. Secured Party's name and address:

THE NATIONAL BANK OF WASHINGTON  
Real Estate Department  
4340 Connecticut Avenue, N.W.  
Washington, D.C. 20008

3. This Financing Statement covers the following property to be utilized in or realized from the renovation, use and occupancy of improvements on the land described in that certain Consolidated First Deed of Trust, as more particularly described in that certain Agreement of Consolidation and Modification of Deeds of Trust of even date herewith, from the Debtor to Howard G. Dymond and Constance Britt, Trustees, for the benefit of the Secured Party, and to be recorded among the land records of Anne Arundel County, Maryland simultaneously with the filing hereof:

- A. all of the fixtures, equipment, appliances and building materials delivered to, installed in, affixed to, placed upon or used in connection with the land and premises described on Exhibit "A" attached hereto including, but not limited to, the following: electrical equipment, heating, cooling, ventilating, air conditioning, lighting, incinerating and plumbing apparatus, compressors, utility meters, venetian blinds, shades, drapery and curtain rods, brackets, gas and electric equipment, fire prevention and extinguishing apparatus, plumbing fixtures, floor covering, and equipment, screens, screen doors, awnings, blinds, refrigerators, ranges, and ovens,

12-25  
Mail to:  
COMMERCIAL SETTLEMENTS, INC.  
1413 K Street, N.W.  
11th Floor  
Washington, D.C. 20005

1986 DEC 11 PM 2:21  
H. ERLE SCHAFER  
CLERK

RECORD FEE 12.00  
POSTAGE 1.50  
TOTAL 13.50  
NOV 23 1986

garbage disposals, dishwashers, and all replacements thereof, additions thereto and substitutions therefor, except that the foregoing shall not apply to personal property owned by or leased to any tenant or any customer of any tenant; and

- B. all of Debtor's other personal property now or hereafter located on the premises described on Exhibit "A" attached hereto and necessary to the use and occupancy thereof; and
- C. all awards and other payments in respect of any taking (as described in section 9 of the Consolidated First Deed of Trust) and all insurance proceeds (as described in section 11.3 of the Consolidated First Deed of Trust) in respect of any of the foregoing, together with all amounts received by the Trustee, or the Secured Party, or expended by the Trustee or the Secured Party pursuant to the Consolidated First Deed of Trust; and
- D. all of Debtor's interest as landlord in all leases of the improvements on the land described in Exhibit "A" attached hereto, and the rents and security deposits payable thereunder, and all issues, proceeds and profits of the land and premises described in Exhibit "A" attached hereto.

- 4. Said Consolidated First Deed of Trust secures an obligation of the Debtor to the Secured Party evidenced by a consolidated increased note in the principal sum of \$5,250,000, which obligation has a maturity date of twelve (12) months from the date hereof, unless extended as provided in the consolidated increased note evidencing the obligation.
- 5. Proceeds of the collateral are also covered.
- 6. The real property covered by the aforesaid Consolidated First Deed of Trust is owned by the Debtor and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

DEBTOR:

SECURED PARTY:

BROCKMONT LIMITED PARTNERSHIP,  
a Maryland limited partnership

THE NATIONAL BANK OF WASHINGTON

By: Gary D. Rappaport (SEAL)  
Gary D. Rappaport  
General Partner

By: Stephen G. Stoycos (SEAL)  
Stephen G. Stoycos  
Vice President

[1981E]

Being all of the property acquired by Brockbridge Joint Venture, a Maryland general partnership, from Pikol Corporation B.V., a Dutch corporation, as to an undivided 40% interest, Efendi Corporation, a Dutch corporation, as to an undivided 40% interest, and Duroca Investments, Inc., a Netherlands Antilles corporation, as to an undivided 20% interest, by deed dated September 29, 1981 and recorded among the Land Records of Anne Arundel County in Liber 3452 at Folio 400, said property being also part of Parcels A and B and all of Parcels C and D, as shown on a plat of subdivision entitled "Plat 1 of 1, Brockbridge Shopping Center" and recorded among the aforesaid Land Records in Plat Book 83 at Page No. 9 as Plat No. 4334.

Beginning for the same at a monument found in the rear line of Lot 11, as shown on a plat of subdivision entitled "Section 1, Maryland City" and recorded among the aforesaid Land Records in Plat Book 31 at Page No. 83, said monument being also the most easterly north corner of Lot 17, as shown on said plat, said monument being also the most easterly south corner of the hereindescribed property; and running thence with the northerly lines of Lots 17, 18 and 19, as shown on said plat

1. South  $84^{\circ} 05' 46''$  West 400.00 feet; thence running with the easterly line of Parcel C, as shown on a plat of subdivision entitled "Brock Bridge Road Apartments" and recorded among the aforesaid Land Records in Plat Book 35 at Page No. 32
2. North  $05^{\circ} 54' 14''$  West 734.82 feet; thence running with the southerly right-of-way line of Laurel-Fort Meade Road (Maryland State Route 198), as shown on State Roads Commission Plat No. 47084
3. 400.48 feet along the arc of a curve deflecting to the right, having a radius of 5198.89 feet and having a chord bearing and distance of North  $86^{\circ} 36' 30''$  East 400.38 feet; thence running with the rear lines of Lots 1 through 11, as shown on the aforesaid plat of "Section 1, Maryland City"
4. South  $05^{\circ} 54' 14''$  East 717.27 feet to the point of beginning; containing 291,447 square feet or 6.6907 acres of land more or less.

Mailed to Secured Party

586 PAGE 40  
FINANCING STATEMENT

265089

TO BE RECORDED AT:

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

NOT SUBJECT TO  
RECORDATION TAX

RECORD FEE 13.00  
POSTAGE .50  
#09924 0237 R02 T14:25  
DEC 11 86

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

1. NAME AND ADDRESS OF DEBTOR: STATE OF MARYLAND FOR THE USE OF THE UNIVERSITY OF MARYLAND c/o Board of Public Works of Maryland  
Louis L. Goldstein Treasury Building  
4th Floor  
Annapolis, Maryland 21404
2. NAME AND ADDRESS OF SECURED PARTY: THE FIRST NATIONAL BANK OF MARYLAND, TRUSTEE  
25 South Charles Street  
Baltimore, Maryland 21201  
Attention: Corporate Trust Department

3. This Financing Statement covers all of the Debtor's right, title and interest, now or hereafter acquired in and to the following:

- (a) The Conditional Purchase Agreement dated as of November 1, 1986 by and between the Debtor and the Trustee (the "Purchase Agreement").
- (b) The right to receive Proceeds (hereinafter defined). As used in this Financing Statement, "Proceeds" means (i) Net Proceeds (as defined in the Purchase Agreement) with respect to certain insurance claims or condemnation awards, (ii) the proceeds of the Certificates and all amounts from time to time on deposit in the funds and accounts established by the Trust Agreement (hereinafter defined) (except for moneys on deposit in the Rebate Fund established by the Trust Agreement and in any Earnings Account established by the Trust Agreement) and (iii) all other revenues derived by the Secured Party from the Purchase Agreement or the Ground Lease (hereinafter defined), including, without limitation, moneys

CR  
CLERK

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CLERK COURT, ANNE ARUNDEL COUNTY  
1986 DEC 11 PM 2:36  
H. ERLE SCHAFER  
CLERK

13.005

attributable to the sale, leasing or other disposition of the facility or the improvements described in the Purchase Agreement or the Ground Lease, or any part of portion thereof by the Secured Party.

- (c) The proceeds of the Certificates (hereinafter defined) and all amounts on deposit from time to time in the funds and accounts established by the Trust Agreement (except for amounts on deposit in the Rebate Fund established by the Trust Agreement and in each Earnings Account established by the Trust Agreement).
- (d) All moneys and securities from time to time held by the Secured Party under the terms of the Trust Agreement and any additional property that may from time to time, by delivery or by writing of any kind, be subjected to the lien of the Trust Agreement by the Debtor, the University of Maryland or by anyone on their behalf, subject only to the provisions of the Trust Agreement and the Purchase Agreement.

Notwithstanding the foregoing provisions, there shall be excluded from the property described in this paragraph 3, all rights of the Debtor as landlord under a Ground Lease dated as of November 1, 1986 between the Debtor, as landlord, and the Trustee, as tenant (the "Ground Lease"), including, without limitation, the right to receive rent thereunder, and all moneys on deposit from time to time in the Rebate Fund established by the Trust Agreement and in each Earnings Account established from time to time under the Trust Agreement.

4. Products and proceeds within the meaning of the Maryland Uniform Commercial Code are also covered and shall include the proceeds of any and all insurance policies.

5. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party under and pursuant to a Trust Agreement dated as of November 1, 1986 by and between the Secured Party and the Debtor (the "Trust Agreement") as security for certain Certificates of Participation (University of Maryland Research Facility) 1986

Series (the "Certificates"), issued and sold pursuant to the Trust Agreement.

Debtor:

STATE OF MARYLAND FOR THE USE  
OF THE UNIVERSITY OF MARYLAND

By: UNIVERSITY OF MARYLAND

By: *John S. Toll*  
John S. Toll, President  
of the University of Maryland

By: *George V. McGowan*  
George V. McGowan, Chairman  
of the Finance Committee of  
the Board of Regents

Clerk: Return to: Judith S. Waranch, Esquire  
Frank, Bernstein, Conaway & Goldman  
300 East Lombard Street  
Baltimore, Maryland 21202

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

1404s

Clerk of Court of  
Anne Arundel County  
Maryland

FINANCING STATEMENT

File No. 85090

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

<p>1. DEBTOR(S) (OR ASSIGNOR) and Address(es)</p> <p>Ceco Industries, Inc. 1400 Kensington Road Oak Brook, IL 60522</p>	<p>2. a. SECURED PARTY (OR ASSIGNEE) and Address</p> <p>Citicorp Industrial Credit, Inc. (as Agent ("Agent") for the institutions ("Banks") set forth on Exhibit B, Attached hereto), 200 South Wacker Drive, Chicago, Illinois 60606</p> <p>2. b. ASSIGNEE OF SECURED PARTY (if any) and Address</p>
---	---

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

All of Debtor's now owned and existing and hereafter acquired or arising accounts, inventory, chattel paper, general intangibles, instruments and documents, wheresoever located, as more particularly described on Exhibit A attached hereto and made a part hereof.

RECORDED FEE 11.00  
POSTAGE 0.45  
TOTAL 11.45

4. Proceeds and products of collateral are covered hereunder.

5. Number of additional sheets, if any, attached hereto: 3

6. This transaction (is) ~~is not~~ exempt from the recordation tax  
Principal amount of debt initially incurred is: N/A

7. RETURN TO:

DEBTOR:

CECO INDUSTRIES, INC.  
(Type Name)

By: Nicole S. Williams

Nicole S. Williams, Vice President  
(Type Name and Title of Person Signing)

SECURED PARTY:

CITICORP INDUSTRIAL CREDIT, INC., as Agent

By: William J. Hunt

December 3, 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.

CR

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 DEC 11 PM 3:23

H. ERLE SCHAFER  
CLERK

1150



EXHIBIT A  
TO  
FINANCING STATEMENT

Debtor:

Ceco Industries, Inc.  
1400 Kensington Road  
Oak Brook, Illinois 60522

Secured Party:

Citicorp Industrial Credit, Inc.  
(as Agent ("Agent") for the  
institutions ("Banks") set forth  
on Exhibit B, attached hereto)  
200 South Wacker Drive  
Chicago, Illinois 60606

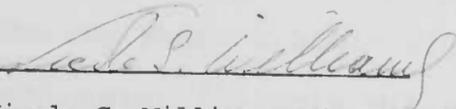
DESCRIPTION OF COLLATERAL

All of the following property, or interests in property, of Debtor, whether now owned or existing or hereafter acquired or arising and wheresoever located: cash, accounts, inventory, parts and spare parts, components, supplies, materials, work-in-process, raw materials, any returned and repossessed property, goods, guaranties, options, warranties, choses in action, causes of action, claims, contract rights, customer and supplier contracts, firm sale orders, chattel paper, notes (including, without limitation, notes receivable arising from sales of real as well as personal property), 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 (including, without limitation, rights, interests, goodwill, inventions, designs, secrets, service marks, trademarks, trademark applications, tradenames, trade secrets, patents, patent applications, registrations, copyrights, permits, licenses, franchises, customer lists, tax refunds, tax refund claims, reversionary interests in pension and profit sharing plans), 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, customer lists, correspondence with present or prospective 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, appraisals, engineering, soil and other reports relating to any of the Debtor's real property or any structure thereon), and all other personal property or interests in personal property (other than equipment and fixtures) 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).

DEBTOR:  
CECO INDUSTRIES, INC.

SECURED PARTY:  
CITICORP INDUSTRIAL  
CREDIT, INC., AS AGENT

By:   
Nicole S. Williams, Vice President

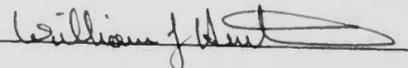
By: 

EXHIBIT B  
TO  
FINANCING STATEMENT

Debtor:

Ceco Industries, Inc.  
1400 Kensington Road  
Oak Brook, Illinois 60522

Secured Party:

Citicorp Industrial Credit, Inc.  
(as Agent ("Agent") for the  
institutions ("Banks") set forth  
herein.)  
200 South Wacker Drive  
Chicago, Illinois 60606

Banks

1. Mellon Bank N.A.;
2. Harris Trust and Savings Bank;
3. Security Pacific National Bank;
4. Continental Illinois National Bank  
and Trust Company of Chicago;
5. AmSouth Bank, N.A.;
6. Citicorp Industrial Credit, Inc.;
7. Citibank, N.A.; and

such other institutions which may,  
from time to time, become parties to that certain  
Credit Agreement among the Debtor, the  
Agent and the Banks.

Mailed to Secured Party

Clerk of the Court of  
Anne Arundel County,  
Maryland

FINANCING STATEMENT

File No.

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

<p>1. DEBTOR(S) (OR ASSIGNOR) and Address(es)</p> <p>The Ceco Corporation 1400 Kensington Road Oak Brook, IL 60522</p>	<p>2. a. SECURED PARTY (OR ASSIGNEE) and Address</p> <p>Citicorp Industrial Credit, Inc. (as Agent ("Agent") for the institutions ("Banks") set forth on Exhibit B, Attached hereto), 200 South Wacker Drive, Chicago, Illinois 60606</p>
	<p>2. b. ASSIGNEE OF SECURED PARTY (if any) and Address</p>

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

All of Debtor's now owned and existing and hereafter acquired or arising accounts, inventory, chattel paper, general intangibles, instruments and documents, wheresoever located, as more particularly described on Exhibit A attached hereto and made a part hereof.

RECORDING FEE 11.00  
POSTAGE 1.00  
TOTAL 12.00  
DEC 11 1986

4. Proceeds and products of collateral are covered hereunder.

5. Number of additional sheets, if any, attached hereto: 3

6. This transaction (is) (~~is not~~) exempt from the recordation tax  
Principal amount of debt initially incurred is: N/A

7. RETURN TO:

DEBTOR:

THE CEKO CORPORATION  
(Type Name)

By: *Nicole S. Williams*

Nicole S. Williams, Vice President  
(Type Name and Title of Person Signing)

SECURED PARTY:

Citicorp Industrial Credit, Inc., as Agent

By: *William J. Hunt*

December 3, 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.

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 DEC 11 PM 3:23

H. ERLE SCHAFFER  
CLERK

*1750*

EXHIBIT A  
TO  
FINANCING STATEMENT

Debtor:

The Ceco Corporation  
1400 Kensington Road  
Oak Brook, Illinois 60522

Secured Party:

Citicorp Industrial Credit, Inc.  
(as Agent ("Agent") for the  
institutions ("Banks") set forth  
on Exhibit B, attached hereto)  
200 South Wacker Drive  
Chicago, Illinois 60606

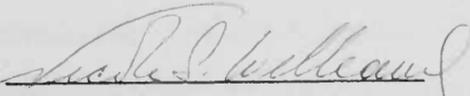
DESCRIPTION OF COLLATERAL

All of the following property, or interests in property, of Debtor, whether now owned or existing or hereafter acquired or arising and wheresoever located: cash, accounts, inventory, parts and spare parts, components, supplies, materials, work-in-process, raw materials, any returned and repossessed property, goods, guaranties, options, warranties, choses in action, causes of action, claims, contract rights, customer and supplier contracts, firm sale orders, chattel paper, notes (including, without limitation, notes receivable arising from sales of real as well as personal property), 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 (including, without limitation, rights, interests, goodwill, inventions, designs, secrets, service marks, trademarks, trademark applications, tradenames, trade secrets, patents, patent applications, registrations, copyrights, permits, licenses, franchises, customer lists, tax refunds, tax refund claims, reversionary interests in pension and profit sharing plans), 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, customer lists, correspondence with present or prospective 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, appraisals, engineering, soil and other reports relating to any of the Debtor's real property or any structure thereon), and all other personal property or interests in personal property (other than equipment and fixtures) 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).

DEBTOR:  
CECO INDUSTRIES, INC.

SECURED PARTY:  
CITICORP INDUSTRIAL  
CREDIT, INC., AS AGENT

By: 

Nicole S. Williams, Vice President

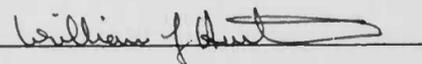
By: 

EXHIBIT B  
TO  
FINANCING STATEMENT

Debtor:

The Ceco Corporation  
1400 Kensington Road  
Oak Brook, Illinois 60522

Secured Party:

Citicorp Industrial Credit, Inc.  
(as Agent ("Agent") for the  
institutions ("Banks") set forth  
herein.)  
200 South Wacker Drive  
Chicago, Illinois 60606

Banks

1. Mellon Bank N.A.;
2. Harris Trust and Savings Bank;
3. Security Pacific National Bank;
4. Continental Illinois National Bank  
and Trust Company of Chicago;
5. AmSouth Bank, N.A.;
6. Citicorp Industrial Credit, Inc.;
7. Citibank, N.A.; and

such other institutions which may,  
from time, become parties to that certain  
Credit Agreement among the Debtor, the  
Agent and the Banks.

Mailed to Secured Party

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

1. Debtor(s) (Last Name First) and address(es) United Foods, Inc. 100 Dawson Avenue Bells, TN 38006	2. Secured Party(ies) and address(es) Citicorp Industrial Credit, Inc. 211 Perimeter Center, Suite 800 Atlanta, GA 30346	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>244557</u> Filed with <u>Anne Arundel County, MD</u> Date Filed <u>10/07</u> 19 <u>82</u>		RECEIVED FOR RECORD CITICORP INDUSTRIAL CREDIT, INC. NOV 11 1982
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.		

UNITED FOODS, INC. No. of additional Sheets presented:  
CITICORP INDUSTRIAL CREDIT, INC.

By: \_\_\_\_\_ By: Cindy A. Rosen AP

Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3 10.50

(B)

RECEIVED FOR RECORD  
CITICORP INDUSTRIAL CREDIT, INC.  
NOV 11 1982  
H. ERLE SCHAFER  
CLERK

Mailed to Secured Party

BOOK 500 PAGE 52

265092

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

JOAN M. BAKER  
JAMES A. BAKER  
C80 CLARKE ROAD  
JESSUP MD 20794

GREEN TREE ACCEPTANCE INC.  
2200 OPITZ BLVD ; #245  
WOODBIDGE, VA 22191

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

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

1977 HOMETTE  
70 X 14 SERIAL # 03100503L  
"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

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)

Products of the Collateral are also covered

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).

JOAN M. BAKER

*Joan M. Baker*

GREEN TREE ACCEPTANCE INC.

By Signature(s) of Debtor(s)

By *Donna C. Swine*  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Numerical  
(3/83)

(Required only if Item 10 is checked)

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



Mailed to Secured Party

RECEIVED FOR RECORD  
CREDIT COUCH, A.A. COUNTY

1986 DEC 11 PM 4:24

H. ERLE SCHAFFER  
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. **Hanne Hundel**

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

1. Debtor(s) (Last Name First) and Address(es):  
**Thomas W. Kelly**  
**4724 Girton Ave.**  
**Shadeside, MD 20764**

2. Secured Party(ies) Name(s) and Address(es):  
**Custom Sales & Service, Inc.**  
**11th St. & 2nd Rd.**  
**Hammonton, NJ 08037**

5. This Financing Statement covers the following types (or items) of property:  
**1986 GMC ~~Van~~ <sup>Van</sup>, Model TC31003, VIN#1GDGC34M9GJ532853**  
**Power Steering, Automatic, AM-FM Radio, Running Boards, and H/D Package for 9,000 Lb. GVWR**  
**Mounted with a Model 450 Catering Body, CTB#10181**

6. Assignee(s) of Secured Party and Address(es):  
**Associates Commercial Corp.**  
**740 E. Lancaster Ave.**  
**Suite 130**  
**Exton, PA 19341**

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

**NOT SUBJECT TO RECORDATION TAX:**  
**Conditional Sales contract signed 11/3/86**

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 checked="" type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.					

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s).

By Thomas W. Kelly **Thomas W. Kelly** **Sole Proprietor**  
 Signature(s) of Debtor(s) (3/83)

By [Signature] **Custom Sales & Service, Inc.** **Pres.**  
 Signature(s) of Secured Party(ies) (Required only if Item 10 is checked.)

STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania  
 (1) FILING OFFICER COPY—NUMERICAL

CR CLERK

1986 DEC 11 PM 4:24  
H. ERLE SCHAFFER  
CLERK

Mailed to Secured Party

BOOK 506 PAGE 54

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. 248676  
(Anne Arundel County Clerk)  
RECORDED IN LIBER 465 FOLIO 71 ON Aug. 17, 1983 (DATE)

1. DEBTOR

Name US NAVAL INSTITUTE

Address MARYLAND AVENUE, ANNAPOLIS, MD 21402

2. SECURED PARTY

Name DECISION DATA COMPUTER CORPORATION

Address 100 Witmer Road (New Address-400 Horsham Road)

HORSHAM, PA 19044

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

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

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

RECEIVED FOR RECORDS  
CLERK OF COURT, ANNE ARUNDEL COUNTY

1986 DEC 11 PM 4:24

H. ERLE SCHAFFER  
CLERK

Dated Nov. 6, 1986

Mailed to Secured Party

H. Bernard SRV  
(Signature of Secured Party)  
Decision Data Computer Corp.  
H. BERNARD, SR.V.P.  
Type or Print Above Name on Above Line

10.00  
50

265213

FINANCING STATEMENTX Not subject to  
recordation tax       Subject to  
recordation tax  
on principal  
amount of  
\$ \_\_\_\_\_

## 1. Name of Debtor:

BWI Inn Associates, a Virginia limited partnership

## Address:

Suite 216, Seven Koger Executive Center, Norfolk, VA 23502

## 2. Name of Secured Party:

General Electric Credit Corporation, a New York corporation

## Address:

Suite 207, 81 Main Street, White Plains, NY 10601

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

(a) All fixtures and personal property and all appurtenances and additions thereto and substitutions or replacements thereof, now or at any time hereafter owned by the Debtor or in which the Debtor has any right, title or interest (to the extent of Debtor's interest), and now or hereafter attached to, contained in, placed on, or used in connection with the real property described on Schedule A attached hereto (the "Mortgaged Property"), including, but not limited to, all recipes and menu items; the names of all restaurants, clubs and other public rooms and spaces; all copyrights, tradenames, trademarks, service contracts, service marks, computer software, warranties and guaranties; 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 Mortgaged Property. Without limiting the foregoing, the Debtor has granted to the Secured Party a security interest in all of the Debtor's present and future "fixtures," "equipment," "general intangibles," "contract rights" and "accounts receivable" (as said quoted terms are defined in or encompassed by the Uniform Commercial Code of the State of Maryland).

(b) All leases, lettings and licenses of the Mortgaged Property or any part thereof now or hereafter entered into and all right, title and interest of the Debtor thereunder, including, without limitation, cash and securities deposited thereunder and the right to receive and collect the rents, issues and profits payable thereunder.

(c) All unearned premiums, accrued or to accrue under insurance policies now or hereafter obtained by the Debtor and all proceeds of the conversion, voluntary or involuntary, of the Mortgaged Property or any part thereof into cash of liquidated claims, including, without limitation, proceeds of hazard and

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CLERK  
1986 DEC 11 PM 4:24

H. ERLE SCHAFER  
CLERK

158

title insurance and all awards and compensation heretofore and hereafter made to the present and all subsequent owners of the Mortgaged Property by any governmental or other lawful authorities for the taking by eminent domain, condemnation or otherwise, of all or any part of the Mortgaged Property or any easement therein, including awards for any change of grade of streets.

(d) All right, title and interest of the Debtor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Property, hereafter acquired by or released to the Debtor or constructed, assembled or placed by the Debtor on the Mortgaged Property, and all conversations of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further grant, assignment or other act by the Debtor.

4. This Financing Statement publicizes a Deed of Trust and Security Agreement and Agreement of Consolidation and Modification of even date herewith from Debtor to Secured Party, and recorded about even date herewith in Anne Arundel County, Maryland.

5. Proceeds of the collateral are also covered.

DEBTOR:

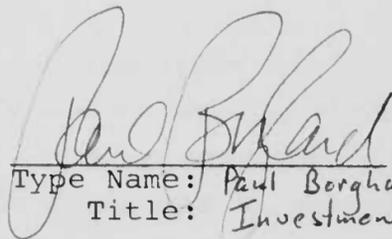
BWI INN Associates, a Virginia limited partnership,

By: Creative Inns, Inc., a Virginia corporation, its general partner

By:   
Type Name: Martin H. DeHaan  
Title: Chairman

SECURED PARTY:

GENERAL ELECTRIC CREDIT CORPORATION, a New York corporation

By:   
Type Name: Paul Berghard  
Title: Investment Manager

Dated: September 16, 1986

(Mr. Clerk: Return to the General Electric Credit Corporation at address shown in #2 above.)

PLEASE RECORD WITH:

- (1) State Department of Assessments and Taxation.
- (2) Land Records of Anne Arundel County, Maryland.
- (3) Financing Statement Records of Anne Arundel County, Maryland.

## EXHIBIT "A"

BEGINNING for the same at an iron pin heretofore set N. 14° 00' 55" E. 75.00' distant from the centerline station 24 plus 76.59 of Friendship Road (Maryland State Route 46), said pin also being the southwestmost point of a parcel of land leased to The Martin Company on September 1, 1960; said pin also having the Maryland State Grid Coordinate values N. 492,683.15 feet E. 891,393.57 feet; thence running with the north side of Friendship Road N. 75° 50' 05" W. 214.22'; thence curving to the right with a radius of 1834.86' for an arc distance of 582.44'; thence leaving the north side of said road and running N. 54° 00' 00" E. 763.91'; thence No. 88° 20' 00" E. 88.00'; to a point S. 54° 00' 00" W. 220.00' distant from the centerline station 56-495.04 of the Terminal Area of Friendship International Airport; thence running parallel to and 220.00' distant from the centerline of the said Terminal Area S. 36° 00' 00" E. 647.00' to a point on the northwestmost or N. 58° 46' 18" E. 625.05' line of the parcel of land leased to The Martin Company; thence running and bounding on part of said line reversely S. 58° 46' 18" W. 404.28' to the place of beginning. Containing 10 acres more or less. The bearings are referred to the Maryland State Grid System.

Together with an easement forty-four (44) feet wide leading from the above-described property to Elm Road and over Elm Road from its intersection with Maryland Route 170 to the point at which it merges into the paved portions of the terminal area and to Maryland Route 46, and all other easements, all as more particularly set forth in a grant of easement from the Mayor and City Council of Baltimore and the Airport Board dated January 26, 1966 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1944, folio 514.

BEING the same property which by Lease dated July 14, 1965 and Agreement and Confirmation of Lease dated January 19, 1966 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1944 folio 471 which was Leased and Demised by The Mayor and City Council of Baltimore to Herbert Alpert. See also Assignment of Lease dated January 19, 1966 and recorded as aforesaid in Liber L.N.P. No. 1944 folio 520 from Herbert Alpert to Friendship International Hotel Corporation. See also 2nd Amendment and Confirmation of Lease dated November 27, 1968 and recorded as aforesaid in Liber M.S.H. No. 2228 folio 136 between The Mayor and City Council of Baltimore and Friendship International Hotel Corporation. See Also Amendment and Confirmation of Lease dated December 20, 1971 and recorded as aforesaid in Liber M.S.H. No. 2461 folio 148 between Friendship International Airport Authority and Herbert Alpert and Friendship International Hotel Corporation. See also Certificate of Conveyance dated January 4, 1974 and recorded as aforesaid in Liber V.G.L. No. 2665 folio 797 from Friendship International Hotel Corporation to Lex Hotels, (Baltimore), Inc.

See also Assignment dated December 1, 1981 and recorded as aforesaid in Book 3457, page 781, from Lex Hotels (Baltimore), Inc., to BWI Inn Associates, and Supplement No. 1 to Lease Agreement SAA-IC-29 dated August 18, 1983 between the State Aviation Administration of the Maryland Department of Transportation and BWI Inn Associates and recorded in Book 3625, page 325.

## CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

Mailed to Secured Party

BOOK 506 PAGE 58

265094

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) Koren, Raya 1008 Forest Hills Ave. Annapolis, Md. 21403	2. Secured Party(ies) and address(es) Riggs National Bank of Wash.DC 1120 Vermont Ave., NW Washington, D.C. 20005	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property:  1979 Seidelmann 29', Hull #XFR29029M79, MD 2182-AE 12hp Yanmar diesel engine, #9453		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: Raya Koren Raya Koren  
Signature(s) of Debtor(s)

By: J. A. Molster J. A. MOLSTER  
Signature(s) of Secured Party(ies) Vice President

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

CR  
CLERK

Mailed to Secured Party  
RECEIVED FOR RECORD  
CREDIT COURT, A.A. COUNTY

1986 DEC 11 PM 4:25

H. ERLE SCHAFFER  
CLERK

BOOK 506 PAGE 59

265095

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

<b>1. Debtor(s) (Last Name First) and address(es)</b> Jones, Peter P. 4A3 President Point Dr. Annapolis, Md. 21403	<b>2. Secured Party(ies) and address(es)</b> Riggs National Bank of Wash.DC 1120 Vermont Ave., NW Washington, D.C. 20005	<b>3. Maturity Date (if any):</b> For Filing Officer (Date, Time, Number, and Filing Office)
<b>4. This financing statement covers the following types (or items) of property:</b>  1985 Finnyacht 35', Hull #HUA500540585 28hp Volvo diesel engine, model 20035		<b>5. Assignee(s) of Secured Party and Address(es)</b>

RECORD FEE 2.00  
 POSTAGE 1.00  
 TOTAL DUES AND FEES 3.00  
 DEC 11 1986

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

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

Filed with:

By: Peter P. Jones  
 Signature(s) of Debtor(s) Jones

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.

Mailed to Secured Party

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 CLERK COURT, A.A. COUNTY  
 1986 DEC 11 PM 4:25  
 H. ERLE SCHAFER  
 CLERK

(3)

265096

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) Rodrick S. Jabin Robin Ann Jabin 7364 Edgewood Rd. Annapolis, MD 21403	2. Secured Party(ies) and address(es) Riggs National Bank of Wash. DC 1120 Vermont Ave. N.W. Washington, DC 20005	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 12.00 POSTAGE DEC 11 1986
4. This financing statement covers the following types (or items) of property:  1971 Magnum 35' Hull # none T/330 Mercruiser Engines		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: Rodrick S. Jabin  
 By: Robin A. Jabin (Signature(s) of Debtor(s))  
 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.

CR  
CLERK

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 CIRCUIT COURT, A.A. COUNTY  
 1986 DEC 11 PM 4:25  
 H. ERLE SCHAFER  
 CLERK

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) Belknap, Edwin S. Mary Joy Belknap 4879 Church Lane Galesville, MD 20765	2. Secured Party(ies) and address(es) Riggs National Bank of Wash. DC 1120 Vermont Ave., N.W. Washington, DC 20005	For Filing Officer (Date, Time, Number, and Filing Office)  RECEIVED FEB 17 1986 FILING OFFICE 4879 CHURCH LANE GALESVILLE MD 20765
4. This financing statement covers the following types (or items) of property:  1985 Tartan 40' Hull #TAR40001G485 Official #680876 33 hp Universal diesel engine #315865		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: Edwin S. Belknap  
 Edwin S. Belknap  
 Signature(s) of Debtor(s)

By: J. A. Molster  
 J. A. MOLSTER  
 Vice President  
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.



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 CIRCUIT COURT, A.A. COUNTY

1986 DEC 11 PM 4:25

H. ERLE SCHAFER  
 CLERK

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 James S. Sabo / Barbara A. Sabo  
Address 894 Van Dusen Court, Great Falls, Va. 22066

2. SECURED PARTY

Name Northeast Sportfishing, Inc.  
Address 602 Green Avenue, Brielle, N.J. 08730

Person And Address To Whom Statement Is To Be Returned 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 1986 Blackwatch, Model 30, LOA 30', Fiberglass, Hull Serial #CERB30 11B686, with 1986 Volvo, T/250 HP, Diesel Engine.  
Kept Annapolis, Md.

ASSIGNEE: SOCIETY FOR SAVINGS  
1290 Silas Deane Highway  
Wethersfield, Ct.

ASSIGNEE: First Commercial Corp.  
200 Sheffield Street  
Mountainside, N.J. 07092  
*Elizabeth Lafferty Agent*

CHECK  THE LINES WHICH APPLY

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

*James S. Sabo*  
(Signature of Debtor)

James S. Sabo  
Type or Print Above Name on Above Line

*Barbara A. Sabo*  
(Signature of Debtor)

Barbara A. Sabo  
Type or Print Above Signature on Above Line

*[Signature]*  
(Signature of Secured Party)

Northeast Sportfishing, Inc.  
Type or Print Above Signature on Above Line

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CIRCUIT COURT, A.A. COUNTY  
1986 DEC 11 PM 4:25  
H. ERLE SCHAFFER  
CLERK

*[Handwritten initials]*

Mailed to Secured Party

*Aime [Signature]*  
*11/11/86*

\*\*\*Purchase Money\*\*\*

BOOK 506 PAGE 63

265099

FINANCING STATEMENT

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$...15,000.00

1. Name of Debtor(s): Photographic Processing, Inc.  
Address: 6700 Curtis Dr.  
Glen Burnie, Md. 21061

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

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

Inventory. All 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 products and proceeds thereof in any form whatsoever.

Equipment. All of the Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions, and replacements)

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

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.

(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):  
*Melvin C. Long*  
Melvin C. Long, President

Secured Party:  
FIRST AMERICAN BANK OF MARYLAND  
By: *Jeffrey G. Armiger*  
Jeffrey G. Armiger, Branch Officer  
(Type Name and Title)

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

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

045-580/2 Rev 5-79

105  
50 Mailed to Secured Party

REC'D  
LEARN

RECEIVED FOR RECORDS  
SECURITY COUNTY, A.A. COUNTY

1986 DEC 11 PM 4:25

H. ERLE SCHAFER  
CLERK

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)

McCrone, Inc./Design Teams, Inc.  
20 Ridgely Avenue  
Annapolis, MD 21401

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

Textron Financial Corporation  
18201 Von Karman Avenue  
Irvine, CA 92713-9979

3. Maturity date (if any):

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

RECORD FEE 18.00  
#40547 C345 R01 T10:13  
DEC 12 86

4 This financing statement covers the following types (or items) of property: two Electronic total stations, three Micro Computers and 1 Digitizer and all its proceeds, including all goods, accounts, chattel paper, documents, instruments and contract rights. "This statement is filed in connection with a lease transaction and is filed for precautionary purposes only." Equipment more fully described on Exhibit "A" attached and consisting of 3 pages.

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:

McCrone, Inc./Design Teams, Inc.

Textron Financial Corporation

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

By: *[Signature]*  
Signature(s) of Secured Party(ies)  
(For Use In Most States)

1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

18  
4. ERLE SCHAFER  
CLERK

1986 DEC 12 AM 11:18

CR  
CLERK

# TFC TEXTRON

Textron Financial Corporation, Subsidiary of Textron Inc

McCrone, Inc./Design Teams, Inc.  
(Lessee Name)

LEASE SCHEDULE NO. 20  
LEASE DATED August 7, 1985  
PAGE 1 of 3

## EXHIBIT "A"

### EQUIPMENT DESCRIPTION

- 1 - Topcon GTS-3 electronic Total Station, Complete with battery packs, charger, cable, carrying case and normal accessories. Serial No. H92194.
- 1 - Topcon 51871 Prism case
- 1 - Topcon 51920 Single prism
- 1 - Topcon 51803, 51914 Single Tilting Prism
- 1 - Topcon 51921 Triple Prism assembly
- 1 - Topcon GTS-3 Electronic Total Station, Complete with battery packs, charger, cable, carrying case and normal accessories. Serial No. H92199
- 1 - Topcon 59011 extension leg wood Tripods
- 2 - Topcon 51780 Prism Poles
- 2 - Topcon 51871 Prism Cases
- 1 - Topcon 51920 Single Prism
- 1 - Topcon 51803, 51914 Single Tilting Prism Assembly

#### Vendor

Thorpe Smith Inc., 308 S. Washington Street, Falls Church, Virginia 22046

\*\*\*\*\*

- 1 - 98561A/003            310 (Computer)
- 1 - 35741A                Color Monitor
- 1 - 98543A                Med. Res. Board
- 1 - 46021A                Keyboard
- 1 - 46084A                Sec. Module
- 1 - 46060A                Mouse
- 1 - 9133H                 20MB Disc

Lessee Initial W.L.W. JEM

Lessor Initial JEM

# TFC TEXTRON

Textron Financial Corporation, Subsidiary of Textron Inc.

BOOK 506 PAGE 66

McCrone, Inc./Design Teams, Inc.  
(Lessee Name)

LEASE SCHEDULE NO. 20  
LEASE DATED August 7, 1985  
PAGE 2 of 3

## EXHIBIT "A"

### EQUIPMENT DESCRIPTION

1 - 10833A	HPIB Cable
1 - 10833D	HPIB Cable
1 - 2225A	Thinkjet Printer
1 - 92261S	PTR Stand
10 - 92261A	Ink Cartridge
1 - 92192A	Box Diskettes
1 - Lotus RPT	123 Reprt Writer
2 - 88500A	HP IB Interface
1 - Vectra 640	Vectra (Computer)
1 - 45812A	Floppy Disc
2 - Interl 1 MB AB	Above Board
1 - 45817A	40MB Disc
1 - 35741A	Color Monitor
1 - 45981A	Multi Video Adapter
1 - 45984A	Multi Color Adapter
1 - 45987A	Math Coprocessor
1 - 45951A	Vectra Dos
1 - 24540A	Serial Parallel
2 - 92190X	Disc's
1 - HL MT-86/P	Parallel Prt.
10 - HL MT-86-Rib	Ribbons
1 - 24542D	Cable
1 - 68340F	Lotus 123
1 - LIF IBM	LIF Utility
1 - Vectra/640	Vectra (Computer)
1 - 45987A	Numeric CoProcessor
1 - 45984A	Color Adapter
1 - 45981A	Video Adapter
1 - 45951A	Vectra Disc OS
1 - 45816A	20 MB Hard Disc
1 - 45812A	1.2 MB Flex Disc

Lessee Initial

*WRW DM*

Lessor Initial

*EM*

# TFC TEXTRON

Textron Financial Corporation, Subsidiary of Textron Inc.

BOOK 506 PAGE 67

McCrone, Inc./Design Teams, Inc.  
(Lessee Name)

LEASE SCHEDULE NO. 20  
LEASE DATED August 7, 1985  
PAGE 3 of 3

## EXHIBIT "A"

### EQUIPMENT DESCRIPTION

1 - 35741A	Color Monitor
1 - 24540A	Serial Parallel Int.
1 - 24542D	Cable
1 - 45973A	Mem. Exp. Card
1 - HL MT-86P	Printer
1 - 6834oF	Lotus 123

#### Vendor

Annamarc Inc., 222 Severn Avenue, Annapolis, MD 21403

\*\*\*\*\*

1 - Calcomp Digitizer

#### Vendor

Holguin Corporation, 5822 Cromo Drive, El Paso, Texas 79912

Lessee Initial LRW DM

Lessor Initial FLM

113

89-1791 (4-88)

Mailed to Secured Party

To Be Recorded in <sup>Financing</sup> Land Records Not Subject to Recordation Tax

FINANCING STATEMENTDecember 12, 1986

1. Debtor: Address:  
 WEST GARRETT JOINT VENTURE, a Maryland general partnership c/o Gardiner & Gardiner, Inc.  
 P.O. Box 740  
 Bowie, Maryland 20715  
 Attn: Francis E. Gardiner, Jr.

2. Secured Party: Address:  
 UNITED VIRGINIA BANK c/o NS&T  
 Fifteenth Street and  
 New York Avenue, N.W.  
 Washington, D.C. 20005  
 ATTN: Richard Knight

RECORD FEE 25.00  
 POSTAGE .50

3. This Financing Statement covers:

140375 0345 1201 116:06  
 DEC 12 86

(a) All that property situate and lying in Anne Arundel County, Maryland, and described in Exhibit "A" attached hereto (the "Property").

TOGETHER with all the walks, fences, shrubbery, driveways, fixtures, equipment, machinery, apparatus, fittings, building materials, modular housing units and components or parts thereof 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 limiting the generality of the foregoing, to the extent now or hereafter existing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden 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; it being understood that

LAW OFFICES OF  
 MELNICOVE, KAUFMAN,  
 WEINER, SMOUSE  
 & GARBIS, P.A.  
 36 S. CHARLES STREET  
 BALTIMORE, MD  
 21201-3080

5193g:12/00/86:80

- 1 -

RECEIVED FOR RECORD  
 CIRCUIT COURT, ANN ARUNDEL COUNTY

1986 DEC 12 PM 4:05

H. ERLE SCHAFFER  
 CLERK



25-  
 a

all the aforesaid shall be deemed to be fixtures and part of the said land, but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness. Disposition of any of the aforesaid or of any interest therein is prohibited unless consented to by Secured Party; however, if any disposition is made in violation hereof, Secured Party shall have a security interest in the proceeds therefrom to the fullest extent permitted by the law of Maryland; and

TOGETHER with all the right, title and interest (but not the obligations) of Debtor, present and future, in and to all present and future accounts, contract rights, general intangibles, chattel paper, documents, notes and instruments including but not limited to licenses, construction contracts, service contracts, utility contracts, options, permits, public work agreements, bonds, deposits and payments thereunder, relating or appertaining to the aforesaid land and other Property and its development, occupancy and use; and

TOGETHER with all property of the Grantor now or at any time hereafter in the possession of, in transit to, under the control of, or in deposit with the Bank, in any capacity whatsoever, including, without limitation, any balance of any deposit account and any credits with the Bank.

TOGETHER with all products of the above and all additions and accessions to, replacements of, insurance or condemnation proceeds of, and documents covering the above.

(b) Any and all Leases covering any portion of the improvements situate on the property located in Anne Arundel County, Maryland, more particularly described in Exhibit "A" attached hereto and made a part hereof.

TOGETHER with all rents, income, profits and security deposits arising from said Leases and renewals thereof, if any, and together with all rents, income, profits and security deposits due or to become due from the property, and from all Leases for the use and occupation of the property which are now in existence or which may be executed in the future.

4. Proceeds of collateral are also covered.

Debtors:  
WEST GARRETT JOINT VENTURE, a  
Maryland general partnership

By: *Francis E. Gardiner, Jr.* (SEAL)  
Francis E. Gardiner, Jr., Partner

By: *Allan E. Burt* (SEAL)  
Allan E. Burt, Partner

W OFFICES OF  
ICOVE, KAUFMAN,  
INER, SMOUSE  
GARBIS, P.A.  
CHARLES STREET  
BALTIMORE, MD  
21201-3060

By: *Louis Hyatt* (SEAL)  
Louis Hyatt, Partner

By: *Roy M. Morauer* (SEAL)  
Roy M. Morauer, Partner

To the Filing Officer: After this statement has been recorded please mail the same to: Carol K. Lisman, Esquire, Melnicove, Kaufman, Weiner, Smouse & Garbis, P.A., 36 South Charles Street, Suite 600, Baltimore, Maryland 21201-3060.



5193g

AW OFFICES OF  
NICOVE, KAUFMAN,  
EINER, SMOUSE  
& GARBIS, P.A.  
CHARLES STREET  
BALTIMORE, MD  
21201-3060

5193g:10/24/86:80



EXHIBIT "A"DESCRIPTION OF WEST GARRETT PLACE  
(1.376 ACRES, MORE OR LESS)  
AMOS GARRETT BOULEVARD AND WEST STREET  
ANNAPOLIS, MARYLAND

BEGINNING for the same at a pipe set on the East side of Amos Garrett Boulevard at the division line between the parcel of land now being described and that parcel of land conveyed to Wright Varn by deed recorded among the Land Records of Anne Arundel County, Maryland in Liber 3591 at Folio 829, and having coordinates based on the Annapolis Grid System of North 21396.79 and East 22705.44 and running thence with and binding on the East side of said Amos Garrett Boulevard and passing over an iron pipe found at 167.82 feet,

1. North 12° 18' 25" West 314.77 feet to the South side of West Street, thence running with and binding on the South side of said Street, and passing over a cross cut found at 42.45 feet,

2. North 74° 20' 02" East 165.13 feet, thence leaving West Street and running with and binding on that parcel of land conveyed to Commonwealth Associates by deed recorded among the Land Records of Anne Arundel County, Maryland in Liber 3293 at Folio 229, being a common boundary with the parcel now being described, the following two (2) courses and distances, viz,

3. South 15° 14' 12" East 145.90 feet to a pipe found,

4. South 15° 20' 37" East 43.26 feet to a bolt found at the Northwest corner of a twenty (20) feet wide right-of-way with use in common with others leading to Monticello Avenue and described in that parcel of land which by deed dated January 4, 1985 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3835 at Folio 504 was granted and conveyed by Carolyn H. O'Connell to West Garrett Joint Venture, thence with and binding on the North side of said Right-of-Way:

5. North 72° 06' 22" East 50.52 feet to a bolt found, thence crossing said Right-of-Way,

6. South 15° 02' 10" East 20.02 feet to a pipe found, thence running with the boundary of William Pfeifferkorn recorded by deed among the Land Records of Anne Arundel County, Maryland in Liber 2837 at Folio 52, being a common boundary with the parcel now being described,

7. South 15° 18' 45" East 98.51 feet to a pipe set, thence running with the boundaries of Dermott Hickey, and Samuel Anderson, Jr., recorded among the Land Records of Anne Arundel County, Maryland in Liber 2013 at Folio 159, one course in all, being a common boundary with the parcel now being described,

8. South 71° 41' 30" West 143.00 feet to a pipe set, thence running with the boundary of Wright Varn as aforesaid, being a common boundary with the parcel now being described,

9. South 73° 05' 54" West 89.06 feet to the place of beginning, containing 1.376 acres of land, more or less, as surveyed by McCrone, Inc.

BEING all of the following,

1. DEED - Liber 3835 at Folio 504  
- Carolyn H. O'Connell to West Garrett Joint Venture  
- Dated January 4, 1985.
2. DEED - Liber 3986 at Folio 164  
- City of Annapolis to West Garrett Joint Venture  
- Dated July 29, 1985.
3. DEED OF EASEMENT - Liber 3986 at Folio 168  
- City of Annapolis to West Garrett Joint Venture  
- Dated July 29, 1985.

SUBJECT TO AND TOGETHER WITH, HOWEVER, a twenty (20) feet wide Right-of-Way with use in common with others leading to Monticello Avenue and described in that parcel of land which by deed dated January 4, 1985 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3835 at Folio 504 was granted and conveyed by Carolyn H. O'Connell to West Garrett Joint Venture, excepting however the westernmost 21 feet of said right-of-way which has merged and been extinguished by the acquisition of 257 West Street by West Garrett Joint Venture by deed recorded on September 10, 1986 among the Land Records of Anne Arundel County in Liber E.A.C. 4144, folio 225.

5583g

Mailed to Secured Party

265102

BOOK 506 PAGE 73

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)

GENTRY, John E. & Genevieve M.  
520 Patricia Court  
Odenton, MD 21113

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

Developmental Drilling  
Partners  
1135 Camino Del Mar  
Del Mar, California 92014

3. Maturity date (if any):

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

RECORD FEE 12.00  
#40702 CD40 FOR 109:00  
DEC 15 86

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

Debtor's interest as a limited partner under the Agreement of Limited Partnership of Developmental Drilling Partners dated August 15, 1986 as amended including, without limitation, all of the Debtor's rights to distributions in connection therewith. Proceeds of Collateral are also covered.

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

EFC Financial Corporation  
283 Greenwich Ave.  
Greenwich, CT 06830

NOT SUBJECT TO RECORDATION TAX

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

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

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

Filed with:

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

DEVELOPMENTAL DRILLING PARTNERS

By:

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

Attorney-in-fact

Title

By:

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

General Partner

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

Mailed to Secured Party

RECEIVED FOR RECORD  
CIRCUIT COURT, S.A. COUNTY

CR  
CLERK

1986 DEC 15 AM 8:58

H. ERLE SCHAFFER  
CLERK

12.00

FINANCING STATEMENT

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

5 Debtor(s) Name(s) \_\_\_\_\_ Address(es) \_\_\_\_\_  
 M & M Amusement, Inc. 325 Roesler Rd., Glen Burnie, MD

FMD FEE 12.00  
 INT03 0040 R01 109:05  
 DEC 15 86

325 Roesler Rd

6 Secured Party Willow Ent. Inc. Address Glen Burnie, Md. 21061  
 Attention: Louis Wilner

(Please return to Willow Ent. Inc. at the address in paragraph 6 above)

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

M& M Amusement, Inc (Seal)  
 Larry J. Wilner - Pres (Seal)  
 Larry J. Wilner (Seal)

Secured Party  
 Willow Enterprises, Inc (Seal)  
 Louis Wilner - Sec Treas

Assignee- FIRESTONE FINANCIAL CORP.  
 38 Glen Ave  
 Newton Center, Mass  
 02159

RECEIVED FOR RECORD  
 SUPERIOR COURT, A.A. COUNTY  
 1986 DEC 15 AM 9:04  
 H. ERLE SCHAFER  
 CLERK



12.0

SCHEDULE A

BOOK 506 PAGE 75

This Schedule A is attached to and made a part of a

~~Installemnt Sales Contract between Willow Enterprises, Inc. (Vendor)~~

And M&M Amusement, Inc (Purchaser) Dated 11/24/86

---

2 Trade West Akari Warrior 1231-1245  
2 Sente Nite Stocker 1217-1220-1249  
2 Bally Rampage 1057-1069  
2m Sega Enduro Racer 1051-1057

Mailed to Secured Party

265101

FINANCING STATEMENT

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

5 Debtor(s) Name(s)  
 Willow Enterprises, Inc.  
 dba Willow Amusements

Address(es)  
 325 Roesler Road  
 Glen Burnie, MD 21061

RECORD FEE 12.00  
 H40704 0040 ROL 109:05  
 DEC 15 86

325 Roesler Rd

~~325 Roesler Road~~

6 Secured Party Willow Ent. Inc.

Address Glen Burnie, Md. 21061

Attention: Louis Wilner

(Please return to Willow Ent. Inc. at the address in paragraph 6 above)

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

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

Willow Enterprises, Inc  
 D/B/A Willow Amusements

\_\_\_\_\_  
 (Seal)  
Larry J. Wilner  
 (Seal)  
Louis Wilner  
 (Seal)  
 Louis Wilner

Secured Party  
 Willow Enterprises, Inc  
 (Seal)  
Louis Wilner  
 Type Name and Title  
 Louis Wilner - Sec Trea

Assignee - FIRESTONE FINANCIAL CORP.  
 345 Boylston St,  
 Newton Center, Mass  
 02159

RECEIVED FOR RECORD  
 CIRCUIT COURT, A.A. COUNTY

1986 DEC 15 AM 9:04

H. ERLE SCHAFFER  
 CLERK

12

SCHEDULE A

BOOK 506 PAGE 77

This Schedule A is attached to and made a part of a  
Installment sales Contract between Willow Enterprises, Inc (Vendor)  
-----  
and Willow Enterprises, Inc D/B/A Willow Amusements  
dated Nov 21, 1986  
-----

- 5 New Seeburg Compact Disc Music Boxes  
1850599-1850583-1850585-18500602-1850188
- 10 New Wurlitzer S1800 Music Boxes-26051800-26051806-26051787  
26051789-26051810-26051801-26051796-26051809-26051811-26051815
- 5 New Wurlitzer Fuego Music Boxes 26031591-26031161-26031163  
26031171-16031175
- 5 Greyhound Skill Cranes 1699-1683-1375-1388-1642

Mailed to Secured Party

800

265116  
BOOK 506 PAGE 78

FINANCING STATEMENT  
CHattel RECORDS

THIS FINANCING STATEMENT is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

Maturity Date (if any): March 23, 1992

- |  |                              |
|--|------------------------------|
| 1. DEBTOR(S) and Address(es)                   | 2. SECURED PARTY and Address |
| Haroutioun Doukmajian and<br>Vatche Doukmajian | Hrayr Jarian                 |

RECORD FEE 12.00  
POSTAGE .50  
#10274 0040 102 117:28  
DEC 15 86

Business Address:  
2213 Defense Highway  
Crofton, Maryland 21114

Return to:  
Selzer & Roberge  
15200 Shady Grove Road  
Suite 201  
Rockville, Md. 20850

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

X A. All of Debtor's equipment, furniture, fixtures, appliances, and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of a shoe repair business located at 2213 Defense Highway, Crofton, Maryland, including but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to secured party and all proceeds thereof in any form whatsoever.

X 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.

X 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.

SELZER & ROBERGE  
ATTORNEYS AT LAW  
SUITE 201  
15200 SHADY GROVE ROAD  
ROCKVILLE, MD. 20850  
(301) 963-6060

RECEIVED FOR RECORD  
MONTGOMERY COUNTY, M.D.

1986 DEC 15 PM 6:22

H. ERLE SCHAFER  
CLERK

CR  
CLERK

12.9

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.

Note: Not subject to recordation tax.

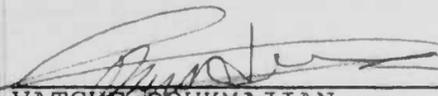
Principal amount of debt initially incurred is \$19,000.00.

DEBTORS:

SECURED PARTY:

  
HAROUTIOUN DOUKMAJIAN

  
HRAYR JARIAN

  
VATCHE DOUKMAJIAN

8/1/86  
Date Signed by Debtors

0428R

Mailed to Secured Party

205117

4 <input type="checkbox"/> Filed for record in the real estate records.	5 <input type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented: 0
1 Debtor(s) (Last Name First) and address(es) Charles G. Arnold dba Hydro Clean 328 South Carolina Avenue Pasadena, MD 21122  (lessee)	2. Secured Party(ies) and address(es) First Equipment Leasing Corporation 163 Reservoir Street Needham, MA 02194  (lessor)	3. For Filing Officer (Date, Time, Number, and Filing Office) 12.00  RECORD FEE 12.00 #10157 0040 R02 111:10 DEC 15 88

7. This financing statement covers the following types (or items) of property:  
 This filing is notice of a true lease between the parties dated 9/22/86 and covering the following equipment: 1 System 21 Carpet Cleaning Unit S/N 8505161  
 ASSIGNEE: BayBank Middlesex 313 Speen Street Natick, MA 01760 with:  
 150 ft. Vacuum HOse  
 150 ft. Solution Hose  
 50 ft. Water and Drain HOse  
 50 ft. electric cord  
 11" Stainless Steel Wand

NOT SUBJECT TO RECORDATION TAX

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	Charles G. Arnold dba Hydro Clean <i>[Signature]</i> Signature(s) of Debtor (Or Assignor)	First Equipment Leasing Corporation <i>[Signature]</i> Signature(s) of Secured Party (Or Assignee)
--	---	--

Mailed to Secured Party

RECEIVED FOR RECORD  
 SUPERIOR COURT, S.A. COUNTY  
 1986 DEC 15 AM 11:08  
 H. ERLE SCHAFFER  
 CLERK

CR CLERK

12.00

RLA21/G

FINANCING STATEMENT

265113

RECEIVED FOR RECORD  
CIRCUIT COURT, BALTIMORE  
1986 DEC 15 PM 2:21  
H. ERLE SCHAFER  
CLERK

1. Names of Debtors: 195 ASSOCIATES  
 Addresses: c/o Ernest J. Litty  
 1021 Dorsey Road  
 Glen Burnie, Maryland 21061

THE AMERICAN LEGION DEPARTMENT  
 OF MARYLAND AUGUST J. RAVEIO  
 POST NO. 195, INC.  
 3508 Annapolis Road  
 Baltimore, Maryland 21227  
 Attention: Commander

Name of Secured Party: MARYLAND NATIONAL BANK  
 Address: Real Estate Department  
 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 now or hereafter located on, contained in or upon or attached to, or improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated December 10, 1986 from Debtor to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Baltimore County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

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

(c) Proceeds of all collateral are covered.

4. Recordation tax has been paid to the Clerk of the Circuit Court of Baltimore County upon recording of the Deed of Trust.

RECORD FEE 18.00  
1.50  
R01 114:19  
DEC 15 86

5. The record owner of the real property described in the Deed of Trust is The American Legion Department of Maryland August J. Raveio Post No. 195, Inc.

Debtor:  
195 ASSOCIATES, a  
Maryland general partnership

Secured Party:  
MARYLAND NATIONAL BANK

By Ernest J. Litty, Jr.  
Ernest J. Litty, Jr.  
Managing Partner

By A. David Horsman  
A. David Horsman  
Mortgage Loan Officer

THE AMERICAN LEGION DEPARTMENT  
OF MARYLAND AUGUST J. RAVEIO  
POST NO. 195, INC.

By Charles E. Thompson  
Name: CHARLES E THOMPSON  
Title: COMMANDER

19  
20

Mr. Clerk: Return to Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202  
ATTN: Kathleen M. Donahue

PLEASE RECORD:

1. IN THE FINANCING STATEMENT RECORDS OF BALTIMORE COUNTY
2. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY
3. WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

Being part of the same lot of ground which by deed dated December 30, 1980 and recorded among the Land Records of Baltimore County in Liber E.H.K. Jr. No. 6246, Folio 315 from Grace L. Clark, widow, and Charles J. Feehely to The American Legion Department of Maryland, August J. Raveio Post No. 195, Inc., and Confirmatory deed dated October 22, 1985 and recorded among the aforesaid Land Records in Liber E.H.K. Jr. No. 6813, Folio 220 from Leo H. Feehely and wife to The American Legion Department of Maryland, August J. Raveio Post No. 195, Inc.

Mailed to Secured Party

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in Baltimore County, State of Maryland, and more particularly described as follows:

BEGINNING FOR THE SAME on the West side of Walnut Road, as widened to 40 feet, at a point on the last line of the land which by Confirmatory Deed dated October 22, 1985 and recorded among the Land Records of Baltimore County in Liber E.H.K. Jr. No. 6813, Folio 220 was conveyed by Leo H. Feehley and wife to The American Legion Department of Maryland, August J. Raveio Post No. 195, Inc., running thence and binding on the West side of said Walnut Avenue, as now surveyed, North 21 degrees 51 minutes 57 seconds East 264.77 feet and North 30 degrees 33 minutes 17 seconds West 12.20 feet to the South side of Virginia Avenue, as widened to 60 feet, thence binding on the South side of said Virginia Avenue North 82 degrees 58 minutes 30 seconds West 457.63 feet and South 59 degrees 05 minutes 56 seconds 15.78 feet to the East side of Foerster Road, as widened to 40 feet, thence binding on the East side of said Foerster Avenue South 21 degrees 10 minutes 21 seconds West 139.85 feet to intersect the third line of the land which by Deed dated December 30, 1980 and recorded among the aforesaid Land Records in Liber E.H.K. Jr. No. 6246, Folio 315 was conveyed by Grace L. Clark, widow and Charles J. Feehely to The American Legion Department of Maryland, August J. Raveio Post No. 195, Inc., thence binding on part of said third line and part of said last line of the deed, firstly herein referred to, South 67 degrees 48 minutes 40 seconds East 459.89 feet to the place of beginning.

Containing 2.244 acres of land more or less.

TO BE RECORDED AMONG: Anne Arundel County, Maryland Financing Statement Records and Anne Arundel County, Maryland Land Records

FINANCING STATEMENT

- 1. NAME OF DEBTOR: CATHEDRAL STREET ASSOCIATES  
539 Devonshire Court  
Severna Park, Maryland 21146
- 2. NAME OF SECURED PARTY: PROVIDENT BANK OF MARYLAND  
Address: 114 East Lexington Street  
Baltimore, Maryland 21202
- 3. This Financing Statement covers the following types (or items) of property:

A. The interest of Debtor in all inventory, equipment, accounts and general intangibles, including, without limitation, agreements, books and records pertaining to the Property hereinafter mentioned, and all substitutions, replacements, additions, accessions, parts, packaging and instruments relating thereto and the proceeds generated therefrom (other than consumable goods, inventory and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) used or usable in connection with the Property (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust, Assignment of Rents and Security Agreement dated December 10, 1986, from Debtor to Michael E. Williams and John J. Neubauer, Jr., Trustees, said Property being located in Anne Arundel County, Maryland, and being more particularly described in Exhibit A attached hereto and made a part hereof.

B. All accounts receivable and rents in respect of any and all leases executed by the Debtor with respect to any part or parcel of the Property and the improvements thereon, whether said accounts receivable or rents are in existence or hereafter created and the proceeds thereof.

C. Proceeds of all collateral are covered.

DEBTOR:

CATHEDRAL STREET ASSOCIATES,  
a Maryland General Partnership

BY: William F. Utz  
WILLIAM F. UTZ, General Partner

Joseph DiRenzo  
JOSEPH DIRENZO, General Partner

Cathryn DiRenzo  
CATHRYN DIRENZO, General Partner

William F. Jones  
WILLIAM F. JONES, General Partner

Joseph P. Manck  
JOSEPH P. MANCK

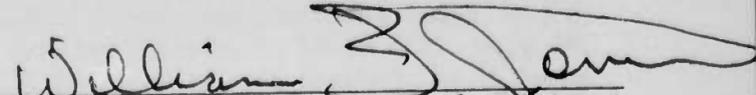
RECORDING FEE 18.00  
1986 DEC 15 11:20  
REC 15 86

RECEIVED FOR RECORDING  
ANN ARUNDEL COUNTY  
1986 DEC 15 PM 2:21  
H. ERLE SCHAFER  
CLERK

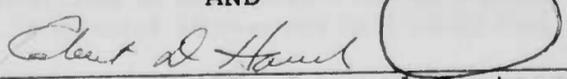


15  
2

BOOK 506 PAGE 86

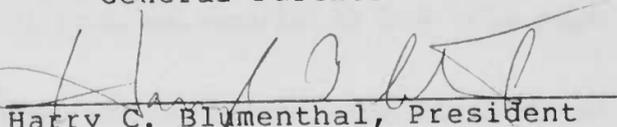
  
WILLIAM F. JONES, General Partner

AND

  
ROBERT D. HAUCK, General Partner

AND

HISTORIC UNION LIMITED  
PARTNERSHIP, General Partner  
By: BWDO Property, Inc.,  
General Partner

By:   
Harry C. Blumenthal, President

NOT SUBJECT TO RECORDATION TAX

LEGAL DESCRIPTION

BOOK 506 PAGE 87

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

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

THENCE leaving the Woelfel conveyance of 115 Cathedral St., and running with the South 47 degrees 29 minutes 30 seconds West 41.88 foot line of the conveyance from L. Vernon Miller, Jr., Trustee, to 121 Cathedral St., Inc., by deed dated February 2, 1970, and recorded among the Land Records in Liber 2328, page 43; which is the exception to the conveyance from Donald G. Van Reenan and Carol J. Van Reenan, his wife, to the Annapolis Urban Renewal Authority by deed dated November 17, 1971, and recorded in Book 2450, page 129, and binding on said conveyance, and the extension of said 41.88 foot line, as corrected to Annapolis Grid North, and following the North, 42 degrees 08 minutes 25 seconds East 66.41 foot line of a 0.53 acre parcel to be conveyed by the Annapolis Urban Renewal Authority to the Mayor and Alderman of the City of Annapolis for a parking lot reversely, and as now corrected for minor survey adjustments, South 42 degrees 16 minutes 57 seconds West 66.55 feet to PK Nail found at the beginning of said line in the blacktop pavement. The last line having projected 25 feet more or less into the conveyance from Julia Margaret Eilers, widow, to 121 Cathedral St., Inc., by deed dated March 12, 1958, and recorded in Liber 1191, page 181; along the North 42 degrees 25 minutes 44 seconds East 24.66 foot line of the conveyance from 121 Cathedral St., Inc., to Annapolis Urban Renewal Authority dated June 26, 1974, and recorded in Liber 2687, folio 64;

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

THENCE continuing with the conveyance to the Mayor and Alderman and with part of the North 36 degrees 08 minutes 40 seconds East 75.83 foot line of the said last mentioned conveyance recorded in Liber 1235, page 10, as corrected to Annapolis Grid North, North 32 degrees 47 minutes 13 seconds East 70.14 feet to an iron pipe found against the northwest face of the building known as 121 Cathedral St. at a bend in said building wall;

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

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

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

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

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 10-24-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Caton Parts Corporation  
Address 808A Barkwood Ct., Linthicum, Maryland 21090

2. SECURED PARTY

Name General Motors Corporation, Warehousing & Distribution Div. (AC-Delco)  
Address 3044 W. Grand Blvd., Detroit, MI 48202  
General Motors Corp., Warehousing & Distribution, 6060 W. Bristol Rd., Flint, MI 48554  
Person And Address To Whom Statement Is To Be Returned 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 automotive and industrial parts, accessories, equipment, supplies, and material inventory now owned or hereafter acquired, bearing or contained in packages that bear any trademark of GENERAL MOTORS CORPORATION.

Name and address of Assignee

RECORD FEE 11.00  
RECORDED IN MI 115:01  
DEC 15 86

CHECK  THE LINES WHICH APPLY

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

RECEIVED FOR RECORDS  
CLERK OF COURT, BALTIMORE COUNTY  
1986 DEC 15 PM 3:00  
H. ERLE SCHAFER  
CLERK

*[Signature]*  
(Signature of Debtor)  
JERZY WASICKI (PRES.)  
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)  
Denise L. Rader, U.C.C. Coordinator (C)  
Type or Print Above Signature on Above Line

8/11

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR:

CHESAPEAKE PAINTS, INC.  
429 Benfield Road  
Severna Park, Maryland 21146

2. NAME AND ADDRESS OF SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND  
5 Church Circle  
Annapolis, Maryland 21401

3. This Financing Statement covers all:

a. Inventory and supplies now owned or hereafter acquired by the Debtor, and all proceeds thereof.

b. Accounts receivable now existent or hereafter created by the Debtor, and all proceeds thereof.

4. This transaction is exempt from the recordation tax.

Principal amount of this debt is \$70,000.00 to creditor.

DEBTORS:

CHESAPEAKE PAINTS, INC.

BY Harry C. Goudy, III  
HARRY C. GOUDY, III  
President

SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND

BY Luan D. Oakes

AFTER RECORDATION return to:  
MANIS, WILKINSON, SNIDER AND GOLDSBOROUGH, CHARTERED  
145 Main/Gorman Streets, P. O. Box 1911  
Annapolis, Maryland 21404

RECORD FEE 11.00  
POSTAGE 50  
H10220 C237 R02 115:17  
DEC 15 1986

1986 DEC 15 PM 3:15  
H. ERLE SCHAFER  
CLERK



LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
P. O. BOX 921  
ANNAPOLIS, MD 21404  
(301) 263-8255

Mailed to Secured Party

11-98  
5

APR 11.50

FINANCING STATEMENT FORM UCC-1

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

285122

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

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

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

This financing statement Dated Nov. 11, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Roy A. Bauman Co., Inc.  
Address 5750 Furnace Avenue, Baltimore, MD 21227

2. SECURED PARTY

Name Tucker Equipment Company  
Address P.O. Box 340, Aberdeen, MD 21001

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

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

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

One CASE 580SE Loader/Extendahoe  
S/N 17041145

Name and address of Assignee

RECORD FEE 11.00  
POSTAGE .50  
#10244 0040 R02 T16:49  
DEC 15 86



CHECK  THE LINES WHICH APPLY

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

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

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

Assignee(s) of Secured Party and Address(es)  
J. I. CASE CREDIT CORP.  
5790 Widewaters Parkway  
Syracuse, N.Y. 13214

1986 DEC 15 PM 6:21  
H. ERLE SCHAFER  
CLERK

RECEIVED FOR RECORDS  
COURT CLERK, BALTIMORE COUNTY

Leroy A. Bauman, Pres  
(Signature of Debtor) & Title

Leroy A. Bauman  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Barclay D. Tucker II  
(Signature of Secured Party)

Barclay D. Tucker II  
Type or Print Above Signature on Above Line

Mailed to Secured Party

11/3

265123

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 Nov. 18, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Parkway Construction & Management Corp.
Address 7223 Parkway Drive, Suite 208, Hanover, MD 21076

2. SECURED PARTY

Name Tucker Equipment Company
Address P.O. Box 340, Aberdeen, MD 21001

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

3. Maturity date of obligation (if any)

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

One CASE 455C Crawler/Loader
S/N 3080153

Name and address of Assignee

RECORD FEE 11.00
POSTAGE 50
#10245 C040 R02 116:49
DEC 15 86

CHECK THE LINES WHICH APPLY

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

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

Assignee(s) of Secured Party and Address(es)
J. I. CASE CREDIT CORP.
5790 Widewaters Parkway
Syracuse, N.Y. 13214

(Signature of Debtor) & Title

Leslie Legum
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Barclay D. Tucker II

Type or Print Above Signature on Above Line

Mailed to Secured Party

1986 DEC 15 PM 6:21
H. ERLE SCHAFER
CLERK

RECEIVED FOR RECORDS
DEPT OF COMMERCE
BALTIMORE, MARYLAND

CP
CLERK

11/1

FINANCING STATEMENT FORM UCC-1

Identifying File No. 265121

AP 11-50

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

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

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

This financing statement Dated Nov. 17, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Edward Maldeis
Address 9 Winding Woods Way, Pasadena, MD 21122

2. SECURED PARTY

Name Tucker Equipment Company
Address P.O. Box 340, Aberdeen, MD 21001



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

3. Maturity date of obligation (if any)

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

One EAGER BEAVER 10HA Flatbed Trailer
S/N 1120HA200HT100009

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#10246 0040 R02 116:50
DEC 15 86

CHECK THE LINES WHICH APPLY

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

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

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

Assignee(s) of Secured Party and Address(es)
J. I. CASE CREDIT CORP.
5790 Widewaters Parkway
Syracuse, N.Y. 13214

CR CLERK

1986 DEC 15 PM 6:21
H. ERLE SCHAFER
CLERK

RECEIVED FOR RECORD
DEPT 68081, BAL. COUNTY

(Signature of Debtor)
Edward Maldeis

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)

Barclay D. Tucker II
Type or Print Above Signature on Above Line

11/85

265125

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 \$ 40,000.00. 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

5. Debtor(s) Name(s) Coastal Air Handling & Consolidation, Inc. Address(es) Cargo Complex Building D, Door 47  
Baltimore-Washington International Airport  
Baltimore, Maryland 21240

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

RECORD FEE 11.00  
RECORD TAX 280.00  
POSTAGE .50  
#10247 0040 R02 116:51  
DEC 15 86

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

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

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

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

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

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

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

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

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

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

Debtors Coastal Air Handling & Consolidation, Inc. (Seal)

BY: [Signature] (Seal)  
John L. McClinton, Jr., President

(Seal)

BY: [Signature] (Seal)  
Michael M. Flaherty, Vice President

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

Form 609 (7/82)

H. ERLE SCHAFER  
CLERK

1986 DEC 15 PM 6:21

RECEIVED FOR RECORD  
EQUITABLE BANK, N.A. BALTIMORE

22

280.00

Mailed to Secured Party



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. \$ NA

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

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

1. DEBTOR William A. Hendricks & James A. Taylor  
Name D/B/A Economy Landscaping & Hauling  
Address P.O. Box 75, Pasadena, Md. 21122

2. SECURED PARTY  
Name John Deere Company  
Address P.O. Box 4949, Syracuse, NY 13221

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

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

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

- 1 New JD 330 Tractor ser. #366438
- 1 New JD 50 Mower
- 1 New JD #4 Blower ser. #038950
- 1 New JD #3 Edger ser. #106874
- 1 New Stinl FS65 Brushcutter ser. #038950

RECORD FEE 13.00  
POSTAGE .50  
#10248 0040 R02 T16:56  
DEC 15 86

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

1986 DEC 15 PM 6:21  
H. ERLE SCHAFER  
CLERK

X William A. Hendricks  
(Signature of Debtor)

William A. Hendricks  
Type or Print Above Name on Above Line

X James A. Taylor  
(Signature of Debtor)

James A. Taylor  
Type or Print Above Signature on Above Line

D/B/A Economy Landscape & Hauling

Ronald T. Williams  
(Signature of Secured Party)

Ronald T. Williams/Administrator  
Type or Print Above Signature on Above Line

CR  
CLERK

Mailed to Secured Party

1300

FINANCING STATEMENT FORM UCC-1

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

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 005127

If transaction or transactions wholly or partially subject to 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 Gene Ebel, Inc.

Address 1509 Defense Highway - Gambrills, Md. 21054

2. SECURED PARTY

Name Suit & Wells Equipment Co., Inc.

Address 6300 Crain Highway - Upper Marlboro, Md. 20772

J.I. Case Co. or J.I. Case Credit Corp. (as their interest may arise)  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

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

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

- 1 - 1986 Case 580SE Tractor  
Loader/Hoe  
Serial # 17037495

Name and address of Assignee

RECORD FEE 11.00  
POSTAGE .50  
#10249 C040 R02 116457  
DEC 15 86

1986 DEC 15 PM 6:21  
RECEIVED FOR RECORD  
CIRCUIT COURT, BALTIMORE COUNTY  
CR CLERK  
H. ERLE SCHAFER  
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]  
(Signature of Debtor)

Gene Ebel, Inc.  
Type or Print Above Name on Above Line

Gene Ebel - Pres.  
(Signature of Debtor)

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

Assignee(s) of Secured Party and Address(es)  
J. I. CASE CREDIT CORP.  
5790 Widewaters Parkway  
Syracuse, N.Y. 13214

Mailed to Secured Party

[Signature]  
(Signature of Secured Party)

Suit & Wells Equipment Co., Inc.  
Type or Print Above Signature on Above Line

11.00  
5

265123

FINANCING STATEMENT

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

1. Name of Debtor(s): Phimor Corporation  
 Address: 114 Forbes Street  
 Annapolis, MD 21401

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

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

Assignment of Lease between Phimor Corporation (lessor) and Phillips Corporation (lessee) covering 1986 Chrysler LB GTS Serial #1C3BH58E1GN122902

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

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

RECORD FEE 11.00  
 POSTAGE 50  
 #10256 0040 R02 117:11  
 DEC 15 86

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

Debtor(s):  
*Richard J. Morgan*  
 Richard J. Morgan  
 Secretary/Treasurer

Secured Party:  
 FIRST AMERICAN BANK OF MARYLAND  
 By: *John J. Felman III*  
 John J. Felman III - 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.)

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

Mailed to Secured Party

045-580/2 Rev 5-79

RECEIVED FOR RECORD  
 CIRCUIT COURT, A.A. COUNTY

1986 DEC 15 PM 6:21

H. ERLE SCHAFFER  
 CLERK



ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION  
ANNAPOLIS, MARYLAND 21404

FINANCING STATEMENT

DATE: November 22, 1986

(xx) Not Subject to Recordation Tax  
( ) Subject to Recordation Tax of \$ \_\_\_\_\_

NAME OF DEBTOR(s): Al Bird Associates, Inc.

ADDRESS: The Fudge Factory  
Store D-2  
595 Revell Highway  
Annapolis, Maryland 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 receivables now owned and hereafter acquired, excluding motor vehicles.

RECORD FEE 11.00  
POSTAGE .50  
910259 0040 R02 117413  
DEC 15 86



RECEIVED FOR RECORD  
DEPT. OF COURT, ANNE ARUNDEL COUNTY  
1986 DEC 15 PM 6:21  
H. ERLE SCHAFER  
CLERK

DEBTOR(S):  
Al Bird Associates, Inc.

*Alan M. Bird*

Alan M. Bird/President

SECURED PARTY:  
ANNAPOLIS FEDERAL SAVINGS  
AND LOAN ASSOCIATION

By: *Ann Mumma*  
(Authorized Signature)

Ann Mumma/Assistant Vice President  
(Type Name and Title)

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

Mailed to Secured Party

11.00

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

1. Debtor (Last Name First) and address(es) <b>Lessee:</b> Mercantile Safe Deposit and Trust Company 742 Old Hammonds Ferry Road Linthicum, MD 21090	2. Secured Party (Last Name First) and address(es) <b>Lessor:</b> SL25124 Comdisco, Inc. 6400 Shafer Court Rosemont, IL 60018	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: Comdisco, Inc. is Lessor and Mercantile Safe Deposit and Trust Company is Lessee subject to the terms and conditions of the Master Lease Agreement dated March 7, 1983 and Equipment Schedule No. 12 for the following equipment:  2-3800-1 to 3800-3 upgrade (SEE ATTACHED) 2-3800-1 This filing is for notice purposes only to evidence a true lease. No recordation tax is applicable		5. Assignee(s) of Secured Party and Address(es)  RECORD FEE 11.00 POSTAGE 1.50 #102866 0040 R02 T17:19 DEC 15 86

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

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

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

Filed with: ANNE ARUNDEL COUNTY CLERK - MD

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

Mercantile Safe Deposit and Trust Company      Comdisco, Inc.

By: *[Signature]*      Title      By: *[Signature]*      Title

Signature(s) of Debtor (LESSEE)      Signature(s) of Secured Party (LESSOR)

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

RECEIVED FOR RECORD  
 DEPUTY COUNTY CLERK  
 1986 DEC 15 PM 6:22  
 H. ERLE SCHAFER  
 CLERK

EXHIBIT A

EQUIPMENT SCHEDULE NO. 12 DATED AS OF July 21, 1986  
TO MASTER LEASE AGREEMENT DATED AS OF March 7, 1983 ("Master Lease")

LESSEE: Mercantile Safe Deposit and Trust Company

LESSOR: COMDISCO, INC.

Address for Legal Notices:  
742 Old Hammonds Ferry Road  
Linthicum, MD 21090

Address for All Notices:  
6400 Shafer Court  
Rosemont, Illinois 60018  
Attn.: Operations Lease Administrator

Attn.: Mr. Ken Lumpkin

Address for Other Correspondence:  
Same as above.

Investment Tax Credit  
(on order New Equipment)  
for the account of:  
Lessor \_\_\_\_\_  
Lessee X \_\_\_\_\_  
N/A X \_\_\_\_\_

Attn.:

Location of Equipment:  
Same as above.

Initial Term/  
Months: 36 Mos.

EQUIPMENT (as defined below):

Item No.	Qty.	Machine/Feature	Description	Serial Number	Monthly Rent
1.	2	3800-1 to 3800-3 Upgrade			
2.	2	3800-1**		20446, 20609	
					<u>\$10,830</u>

\*\*Lessee's rental obligations under Schedule 3, Item Nos. 3 and 4 for the 2-3800-1 serial numbers 20446 and 20609 shall continue through November 30, 1986, after which time Lessee's obligations with respect to Equipment Schedule No. 3, Item Nos. 3 and 4 (2-3800-1 serial numbers 20446 and 20609) shall terminate, except such obligations in connection therewith which expressly survive said termination, provided that Lessee has paid all amounts then due and owing under Equipment Schedule No. 3, Item Nos. 3 and 4.

ILLINOIS CREDIT COMPANY  
P.O. Box 2969  
Springfield, ILL 62708

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 255131

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

If transaction or transactions wholly or partially subject to 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 Norman T. Cully Excavation & Construction, Inc.

Address 811 Best Gate Road, Annapolis, MD 21401 (Anne Arundel Co.)

2. SECURED PARTY

Name State Equipment, Div. Secorp National, Inc.

Address 1400 Joh Avenue, Baltimore, Maryland 21227

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

3. Maturity date of obligation (if any)

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

ONE (1) Dresser Crawler Dozer model TD 8E SN 10469 (Rental)

RECORD FEE 11.00 POSTAGE 50 410272 0040 R02 117:27 DEC 15 86

CHECK THE LINES WHICH APPLY

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

na

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

na

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Norman T. Cully Excavation & Constrn, Inc.

(Signature of Debtor)

NORMAN T. CULLY, PRES Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

State Eq., Div. Secorp National, Inc.

(Signature of Secured Party)

Glenn S. Conklin, VP & GM

Type or Print Above Signature on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD COURT, A.A. COUNTY

1986 DEC 15 PM 6:22

H. ERLE SCHAFFER CLERK

CR CLERK

118 5

11/21

265132

FINANCING STATEMENT FORM UCC-1

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

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 11/19/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Meyer, Ronald L./Camilla, Meyer S.  
Address 4514 Legato Rd. Fairfax, VA 22030

2. SECURED PARTY

Name First Commercial Corporation  
Address 200 Sheffield St.  
Mountainside, N.J. 07092

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

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

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

1986 tanzer LOA 26'7" beam 9'6" diesel engine engine manu. Yanmar  
15 hull no. ZT127082J 586 engine no. 11370 summer dock Deal, MD.

Assignee: Society for Savings  
1290 Silas Deane Hwy.  
Wethersfield, CT 06109

CHECK THE LINES WHICH APPLY

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

RECORD FEE 12.00  
POSTAGE 50  
#10298 0040 R02 T17446  
DEC 15 86

Ronald L. Meyer  
(Signature of Debtor)  
L. Meyer

Type or Print Above Name on Above Line  
Camilla S. Meyer  
(Signature of Debtor)  
Camilla S. Meyer

Type or Print Above Signature on Above Line

Mailed to Secured Party

[Signature]  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

RECEIVED FOR RECORD  
DEBENT COURT, A.A. COUNTY

1986 DEC 15 PM 6:23

H. ERLE SCHAFER  
CLERK



Anne Anusdel  
11/26/86

12.00 R

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 Unicom Transportation, Inc.

Address 7513 Connelly Drive Hanover, Maryland 21076

2. SECURED PARTY

Name Koons Leasing

Address P.O. Box 725

Falls Church, Virginia 22046

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

RECORD FEE 11.00  
POSTAGE .50  
#10289 C040 R02 T17:46  
DEC 15 86

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

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

One (1) Nissan Model C-5000 Forklift  
S/N CPF02A25V-026934

Name and address of Assignee  
Union Trust Company of MD  
P.O. Box 1077  
Baltimore, Maryland 21203

CHECK  THE LINES WHICH APPLY

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

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

Unicom Transportation, Inc.  
Type or Print Above Name on Above Line

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

Type or Print Above Signature on Above Line

Mailed to Secured Party

[Signature]  
(Signature of Secured Party)

Koons Leasing  
Type or Print Above Signature on Above Line



RECEIVED FOR RECORD  
CLERK COURT: A. A. COUNTY

1986 DEC 15 PM 6:23

H. ERLE SCHAFFER  
CLERK

1103

STATE OF MARYLAND

265134

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 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.

RECORD FEE 17.00  
POSTAGE 50  
#10292 0040 R02 118:03  
DEC 15 86

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

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

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John W. Ritter Trucking, Inc.

[Signature]  
(Signature of Debtor)

John 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]  
(Signature of Secured Party)

James L. Jenoele Sect. tres

Type or Print Above Signature on Above Line

FORM MAY BE PURCHASED FROM HODGES & WARREN, INC., BOSTON, MASS. 02101  
CIRCUIT COURT, A.C. COUNTY

1986 DEC 15 PM 6:23

H. ERLE SCHAFFER  
CLERK

CR  
CLERK

17.00

## ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated November 26, 1986

between Beltway International Trucks, Inc., as Seller/Lessor/Mortgagee

and John W. Ritter Trucking, Inc. 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, 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, prepayment 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 \$5,667.24

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 26<sup>th</sup> day of NOVEMBER 19 86

Beltway International Trucks, Inc. (SEAL)

By James K. Small Sec. Tres

(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 506 PAGE 105

TO: Beltway International Trucks, Inc.      FROM: John W. Ritter Trucking, Inc.  
("Seller")      ("Buyer")  
1800 Sulphur Spring Road Baltimore, MD 21227      P.O. Box 244 Millersville, MD 21108  
(Address of Seller)      (Address of Buyer)

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

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):  One (1) 1988 International Harvester Conventional Tractor Model F2575 S/N 1HSZJJSR5HH471314	(1) TIME SALES PRICE .....	\$ 68,761.12
	(2) Less DOWN PAYMENT IN CASH .....	\$ 12,093.88
	(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$	-0-
	(4) CONTRACT PRICE (Time Balance) .....	\$ 56,667.24

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: P.O. Box 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 Fifty six thousand six hundred sixty seven and 24/100\*\*\*\*\* Dollars (\$ 56,667.24) being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 1st day of January, 19 87, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 1,574.09 and the final installment being in the amount of \$ 1,574.09 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: NOVEMBER 26 19 86      BUYER(S)-MAKERS(S):  
 Accepted Beltway International Trucks, Inc. (SEAL)      John W. Ritter Trucking, Inc. (SEAL)  
(Print Name of Seller Here)      (Print Name of Buyer-Maker Here)  
 By: James Jewell Sec. Treas.      By: [Signature]  
(Witness as to Buyer's and Co-Maker's Signature)      (Print Name of Co-Buyer-Maker Here) (SEAL)  
 \_\_\_\_\_  
(Witness as to Buyer's and Co-Maker's Signature)      By: \_\_\_\_\_

**1**

ORIGINAL FOR CREDIT ALLIANCE CORPORATION

BOOK SUB PAGE 106

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.

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, expense 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.

Mailed to Secured Party

Date: \_\_\_\_\_, 19\_\_\_\_ (Witness) By: \_\_\_\_\_ (Signature Title of Officer "Partner" or "Proprietor") (SEAL) Signature of Seller

265135

FINANCING STATEMENT FORM UC-31

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

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

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

1. DEBTOR

Name Norman M. Neches  
Address 5 Scotch Mist Court, Potomac, Md 20854

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)

1987 Chris Craft, 362 Crusader DC, LOA 36, Beam 12'4"  
Hull Serial # UNFCF162I687

1987 T270, Crusader, Engine serial #s S 59679  
P59678

KEPT AT: ANNAPOLIS, MD

ASSIGNEE;  
SOCIETY FOR SAVINGS  
1290 SILAS DEANE HIGHWAY  
WETHERSFIELD, CT 06109

RECORD FEE 11.00  
POSTAGE 50  
#10293 0040 R02 118:03  
DEC 15 86

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Norman M. Neches  
(Signature of Debtor)  
Norman M. Neches

Type or Print Above Name on Above Line

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

Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

First Commercial Corp.

Type or Print Above Signature on Above Line

CR  
CLERK

RECEIVED FOR RECORD  
CIRCUIT COURT T. A. COUNTY

1986 DEC 15 PM 6:24

H. ERLE SCHAFFER  
CLERK

Mailed to Secured Party

Anne Annetel  
11/26/86

11/26/86

TERMINATION STATEMENT

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

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

File No. 257953 Dated August 13, 1985

Record Reference Liber 488 Page 295

RECORD FEE 10.00  
POSTAGE .50  
#10294 0040 R02 118:04  
DEC 15 86

2. DEBTOR is:

Name: David Hare Photographers, Limited  
(Last Name First)

Address: 7493 Baltimore Annapolis Boulevard, N.E. Glen Burnie, Maryland 21061

3 SECURED PARTY is:

Name: The Bank of Glen Burnie

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

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

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

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

SECURED PARTY:

The Bank of Glen Burnie

Dated October 9, 19 86

By: Craig C. Curtin  
Craig C. Curtin (Title)  
Assistant Vice President

RECEIVED FOR RECORD  
CLERK COURT, A.A. COUNTY

1986 DEC 15 PM 6:24

H. ERLE SCHAFER  
CLERK

Mailed to Secured Party

10.00

TERMINATION STATEMENT

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

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

File No. 244621 Dated October 14, 1982

Record Reference Liber 455 Page 58

- 2. DEBTOR is:

Name: Forman & Steinhardt, PaA., Michael D. Steinhardt - Vice President (Last Name First)

Address: 7709 Quarterfield Road, Glen Burnie, Maryland 21061

- 3. SECURED PARTY is:

Name: The Bank of Glen Burnie

Address: 101 Crain Highway South, Glen Burnie, Maryland 21061

RECORD FEE 10.00
POSTAGE .50
#10295 0040 R02 118:04
DEC 15 86

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

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

RETURN TO:

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

SECURED PARTY:

The Bank of Glen Burnie

Dated October 15, 1986

By [Signature] (Title)

Craig C. Curtin
Assistant Vice President

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 DEC 15 PM 6:24

J. F. CLERK

Mailed to Secured Party

H. ERLE SCHAFFER
CLERK

10.00

TERMINATION STATEMENT

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

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

File No. 61997640 Dated October 10, 1986

Record Reference 2832 0638

2. DEBTOR is:

Name: Fisher Enterprises (Last Name First)

Address: 8367 Baltimore - Annapolis Boulevard, Pasadena, Maryland 21122

3 SECURED PARTY is:

Name: The Bank of Glen Burnie

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

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

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

RETURN TO:

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

SECURED PARTY:

The Bank of Glen Burnie

Dated October 10, 19 86

By: Craig J. Curtin (Title)  
Assistant Vice President

RECEIVED FOR RECORD  
CREDIT COURT, S.A. COUNTY

1986 DEC 15 PM 6:24

H. ERLE SCHAFFER  
CLERK

Mailed to Secured Party

BT

RECEIVED FEE 10.00  
POSTAGE 50  
#10296 C040 R02 118:05  
DEC 15 86

10.00

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. ~~065212~~

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

If transaction or transactions wholly or partially subject to records-  
does 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 Thomas, Sr., Melvin, C. and Thomas, Dorothy, A., Individually  
and as Co-Partners T/A Thomas Services

Address 1335 Baltimore Blvd., Arnold, Md. 21012

2. SECURED PARTY

Name Alban Tractor Co., Inc.

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

Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, Md. 21061

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

RECORD FEE 20.00  
POSTAGE 50  
#10298 0040 R02 118:06  
DEC 15 86

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

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

"All machinery, inventory, equipment and goods as described in  
attached entire Agreement &/or in any Schedule prepared in  
connection therewith. This UCC form together with the attached  
Security Agreement &/or Schedule are being submitted for filing  
herewith as a financing statement."

ASSIGNEE OF SECURED PARTY:

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

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Melvin C. Thomas, Sr. and Dorothy A. Thomas,  
Individually and as Co-Partners T/A  
Thomas Services

Melvin C. Thomas Sr.  
(Signature of Debtor)  
Melvin C. Thomas  
Type or Print Above Name on Above Line

Dorothy A. Thomas  
(Signature of Debtor)  
Dorothy A. Thomas  
Type or Print Above Signature on Above Line

Alban Tractor Co., Inc.

Mark M. Welsh  
(Signature of Secured Party)  
Mark M. Welsh Financial Sales Manager  
Type or Print Above Signature on Above Line

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101  
RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 DEC 15 PM 6:24

H. ERLE SCHAFER  
CLERK

200 5

## 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 November 20, 1986

between Alban Tractor Co., Inc., as Seller/Lessor/Mortgagee,  
and Melvin C. Thomas, Sr. and Dorothy A. Thomas, Individually and  
as Co-Partners T/A Thomas Services, 1335 Baltimore Blvd., Arnold, Md. 21012  
(Name) (Address)

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

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the 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. CREDIT may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to CREDIT, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in CREDIT's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that Credit shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon CREDIT's request, pay to CREDIT, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by CREDIT in accordance with CREDIT's usual procedures and will be such amount as will enable CREDIT to receive, with respect to the contract, such rate of return as CREDIT would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto CREDIT any interest that we may have in the Property and/or any monies that CREDIT may be holding for our account.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to CREDIT, would adversely affect CREDIT's decision to acquire the contract; and (2) the unpaid balance of the contract assigned

hereby is \$ 35,227.80  
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 20th day of November, 19 86.

Alban Tractor Co., Inc. (Seal)  
(Seller/Lessor/Mortgagee)

By: Melvin C. Thomas, Sr.

(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: Alban Tractor Co., Inc.

FROM: Melvin C. Thomas, Sr. and Dorothy A. Thomas Individually and as Co-Partners T/A Thomas Services

P.O. Box 9595, Baltimore, Md. 21237

1335 Baltimore Blvd., Arnold, Md. 21012

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 Caterpillar Model 941B Crawler Loader, S/N 80H3991.

(1) TIME SALES PRICE .....	\$ 41,977.80
(2) Less DOWN PAYMENT IN CASH .....	\$ 6,750.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$	- 0 -
(4) CONTRACT PRICE (Time Balance) .....	\$ 35,227.80

The property purchased shall remain personally and not become part of any realty and shall be located and kept for use at: 1335 Baltimore Blvd., Arnold, Md. 21012

Record Owner of Real Estate: \_\_\_\_\_

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Thirty five thousand two hundred twenty seven and 80/100\*\*\*\*\*

\*\*\*\*\* Dollars (\$ 35,227.80)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 20th day of December, 19 86, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 978.55 and the final installment being in the amount of \$ 978.55

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

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

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

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

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

Date: November 20, 19 86

Accepted Alban Tractor Co., Inc. (SEAL)

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 \_\_\_\_\_

BUYER(S)-MAKERS(S):

Melvin C. Thomas, Sr. and Dorothy A. Thomas Individually and as Co-Partners T/A Thomas Services (SEAL)

By: [Signature] Co-Buyer-Maker: (SEAL)

(Print Name of Co-Buyer-Maker Here)

By: Dorothy A. Thomas



~~115~~

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:	3. <input type="checkbox"/> The Debtor is a transmitting utility
1. Debtor(s) (Last Name First) and Address(es): Arner, Robert S. & Donna K. 5810 Chandler Dr. Rockford, IL. 61111	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

5. This statement refers to original Financing Statement No. 258048 filed (date) 8/20/85 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

RECORD FEE 10.00  
 POSTAGE .50  
 #10299 0040 R02 118:07  
 DEC 15 86

By \_\_\_\_\_ Signature(s) of Debtor(s) (only on amendment)  
 (1) FILING OFFICE COPY - NUMERICAL  
 (5-83)

By John O. Plasket Signature(s) of Secured Party(ies)  
 John O. Plasket, Vice Pres.

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

Mailed to Secured Party

*(Handwritten initials)*

RECEIVED FOR RECORD  
 CIRCUIT COURT, A.A. COUNTY

1986 DEC 15 PM 6:24

H. ERLE SCHAFER  
 CLERK

10.00 →

12.8

TO BE  
 NOT TO BE

RECORDED IN  
LAND RECORDS

BOOK **506** PAGE **116**

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ \_\_\_\_\_

86634  
a.a.

FINANCING STATEMENT

265137

1. Debtor (s):  
Name or Names—Print or Type  
Jerrold Associates/ Severna Pizza  
Address—Street No., City - County State Zip Code  
551 Baltimore Annapolis Blvd., Severna Park, MD 21146

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

2. Secured Party:  
Name or Names—Print or Type  
HARBOR LEASING ASSOC.  
Address—Street No., City - County State Zip Code  
701 Cathedral Street, Baltimore, Maryland 21201

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

*6 - ITT Basic telephones, & desk telephones*

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

5. If collateral is crops, describe real estate.

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

RECORD FEE 12.00  
POSTAGE .50  
#10301 0040 R02 T18:08  
DEC 15 86

Mailed to Secured Party

DEBTOR(S):  
*John Oliverio*  
(Signature of Debtor)  
John Oliverio, Pres.  
Type or Print  
  
(Signature of Debtor)  
Type or Print

SECURED PARTY:  
Harbor Leasing Associates  
(Company, if applicable)  
*[Signature]*  
(Signature of Secured Party)  
Mark M. Caplan, partner  
Type or Print (Include title if Company)



RECEIVED FOR RECORD  
HARBOR LEASING ASSOCIATES  
1986 DEC 15 PM 6:24  
H. ERLE SCHAFER  
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

17.0 3



11.30

BOOK 506 PAGE 117

86635

TO BE

NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ \_\_\_\_\_

aa

FINANCING STATEMENT

265138

1. Debtor (s):

Fourth Cliff Lobster Company  
Name or Names—Print or Type  
500 Wills Lane, 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).

Bally walk in freezer

RECORD FEE 11.00  
POSTAGE .50  
#10302 0040 R02 119408  
DEC 15 86

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

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR (S):

*J. Richard Gregory*  
(Signature of Debtor)  
J. Richard Gregory, Treas.  
Type or Print

(Signature of Debtor)  
Type or Print

SECURED PARTY:

Harbor Leasing Associates  
(Company, if applicable)

*[Signature]*  
(Signature of Secured Party)

Mark M. Caplan, partner  
Type or Print (Include title if Company)

RECEIVED BY RECORD CLERK H. ERLE SCHAFER DIRECTOR, BALTIMORE COUNTY  
1986 DEC 15 PM 6:24  
H. ERLE SCHAFER  
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

11.30

Mailed to Secured Party

11.58

TO BE } RECORDED IN  
 NOT TO BE } LAND RECORDS  
 BOOK **506** PAGE **118**

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

86632  
aa

FINANCING STATEMENT

265139

1. Debtor (s):

German Auto Service  
 Name or Names—Print or Type  
7909 Dorsey Run Road, Jessup, MD 20794  
 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).

(1) Ricoh R200 fax machine

RECORD FEE 11.00  
 POSTAGE .50  
 #10303 0040 R02 T19:09  
 DEC 15 86

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

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

RECEIVED FOR RECORD  
 HARBOR LEASING ASSOC. COUNTY  
 1986 DEC 15 PM 6:24  
 MERLE SCHAFER  
 CLERK

DEBTOR (S):

Rita J. Gaines  
 (Signature of Debtor)

Rita Gaines  
 Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

Harbor Leasing Associates  
 (Company, if applicable)

[Signature]  
 (Signature of Secured Party)

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



Mailed to Secured Party

11.00 →



11.50

TO BE  
 NOT TO BE

RECORDED IN  
LAND RECORDS  
BOOK 506 PAGE 119

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF \$ \_\_\_\_\_  
86622  
aa

FINANCING STATEMENT

265110

1. Debtor (s):  
Storton, Taylor, and Associates  
Name or Names—Print or Type  
8375 Jumpers Hole Road, Millersville, MD 21108  
Address—Street No., City - County State Zip Code  
Name or Names—Print or Type  
Address—Street No., City - County State Zip Code

2. Secured Party:  
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).

(1) Rapican R3300, Serial # R331303485

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

RECORD FEE 11.00  
POSTAGE .50  
#10304 C040 R02 T18:09  
DEC 15 86

5. If collateral is crops, describe real estate.

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

DEBTOR (S):  
X Charles R Storton  
(Signature of Debtor)  
Charles Storton, Pres.  
Type or Print  
(Signature of Debtor)  
Type or Print

SECURED PARTY:  
Harbor Leasing Associates  
(Company, if applicable)  
[Signature]  
(Signature of Secured Party)  
Mark M. Caplan, partner  
Type or Print (Include title if Company)

RECEIVED FOR RECORD  
CLERK  
1986 DEC 15 PM 6:24  
H. ERLE SCHAFER  
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

11.03

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 Bank of Glen Burnie,  
Address 101 Crain Highway, SE, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Burroughs Finance Corporation  
Address 3011 W. Grand Blvd., Suite 1212 Detroit, Michigan 48202

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

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

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

**B1990 System and Associated Peripherals**

RECORD FEE 11.00  
POSTAGE 50  
#10305 0040 R02 T18:10  
DEC 15 86

CHECK  THE LINES WHICH APPLY

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

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

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

Donald M. Fosler  
(Signature of Debtor)  
Donald M. Fosler  
Vice President  
Type or Print Above Signature on Above Line

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

[Signature]  
(Signature of Secured Party)  
Type or Print Above Name on Above Line

CR  
CLERK

RECORDED FOR RECORDS  
DEPT. OF CLERK & COUNTY

1986 DEC 15 PM 6:24

H. ERLE SCHAFFER  
CLERK

11/52

SCHEDULE A  
EQUIPMENT DESCRIPTION

BOOK 506 PAGE 121

B1990 FPS Package System Includes:

- (1) B1965 CP Processor 6 MHz
- (1) B1487 I/O Subsystem Micro
- (1) B1356 Multiline Control
- (1) B1690 Quad Line Adapter
- (1) B1130 Reader/Sorter Control
- (1) B9484-51 Dual Disk Drive 130MB
- (1) B9484-11K 206 Cable Kit
- (1) B9246-6D Line Printer
- (1) B9190-1 1000 DPSM Doc. Proc. W/4 Pocket Base,  
Includes:
  - (1) B9190-B Base Unit
  - (1) B9990-13 4 Pocket Mod, 1-4
  - (1) B9990-21 MICR E13B Single Read
  - (1) B9990-70 Off Line Sort
  - (2) B9990-11 4 Pocket Mod, (12 Pkts. Total)
  - (1) B9990-91 3A Cont. Interface
  - (1) ET1100 ODT ODT Display

B1165-1MB 1MB Memory

B1990-65 Expansion Kit Includes: B1990-92 Expansion Cabinet  
B1307 I/O Extension Backplane  
B1308 I/O Subsystem Backplane

B1495-98 B9495 Mag Tape Control

B9495-45 80KB Tape Subsystem Includes: (1) B9499-1x4 MEC  
(1) PE 50-IPS  
(1) B9495-88 MTU

B9494-41 400MB Fixed Disk

B9495-88 80KB Mag Tape Unit

B1249-7 Printer Control

B9246-6D 650 LPM Printer

75-0787-830 MP220F

75-0926-834 ERS/Temp. and Humidity Power Cables

B1990 SFl Software Facility Includes: MP2 (MCP), Sort, Utilities,  
Workflow, ND1, CANDE

B1990 SMC Supervisory MCS

Mailed to Secured Party

BURROUGHS FINANCE CORPORATION

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

LESSEE:

The Bank of Glen Burnie

BY: Henry L. Hein  
TITLE: Senior Vice President  
DATE: May 16, 1986

265112

BJ 2501 FHB8

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)

SVEDBERG ROD M.  
416 OSBOURNE RD.  
DUNKIRK, MD 20772 A.A. Co

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

Ford Motor Credit Company  
2401 Research Blvd.  
Rockville, Maryland 20850

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

RECORD FEE 11.00  
POSTAGE .50  
#10306 0040 R02 119+11  
DEC 15 86

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

U - 1976 FORD MODEL 2600 AG TRACTOR W/ GAS ENGINE  
SERIAL # C-517157

Check if covered:  Proceeds of collateral covered  Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Conditional Sales from Gateway Ford Tractor

Filed with:

Clerk of the Court

\* *Rod M. Svedberg*  
(SIGNATURE OF DEBTOR)  
Rod M. Svedberg

Ford Motor Credit Company

(NAME OF SECURED PARTY)

BY:

*W. Royce Howsare*

W. Royce HOWsare, Assistant Branch Manager

PRINTED IN U.S.A.

FMCC JUN 64 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED

Mailed to Secured Party

RECEIVED FOR RECORD  
COURT CLERK, A.A. COUNTY



1986 DEC 15 PM 6:24

H. ERLE SCHAFFER  
CLERK

11.03

265113

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)

BERNICE CLEMONS HANLON  
PATRICK WILLIAM HANLON  
43 FLOWER KNOLL MHP  
ODENTON MD 21113

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

GREEN TREE ACCEPTANCE INC.  
2200 OPITZ BLVD ; #245  
WOODBIDGE, VA 22191

4 For Filing Officer Date Time No Filing Office

RECORD FEE 12.00  
POSTAGE 50  
#10313 0040 R02 T18:14  
DEC 15 86

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

1983 NASHUA  
70 X 14 SERIAL # HCNX370143T012756  
AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND  
APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT  
LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S

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

Products of the Collateral are also covered

8 Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

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

No. & Street

Town or City

County

Section

Block

Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction.  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s).

BERNICE CLEMONS HANLON

PATRICK WILLIAM HANLON

GREEN TREE ACCEPTANCE INC.

By *Bernice Clemons Hanlon*  
Signature(s) of Debtor(s)

By *Joe W. Hittler*  
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



RECEIVED FOR RECORD  
DEPT. OF REVENUE, HARRIS COUNTY

1986 DEC 15 PM 6:25

H. ERLE SCHAFFER  
CLERK

(2, 3)

UNIFORM COMMERCIAL CODE

Anne Arundel  
County

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. ~~258151~~ 258151

RECORDED IN LIBER \_\_\_\_\_ FOLIO \_\_\_\_\_ ON 8/26/85 (DATE)

1. DEBTOR

Name MARYLAND YAMAHA, INC.  
Address 6027 Ritchie Highway, Baltimore, MD 21225

2. SECURED PARTY

Name ITT COMMERCIAL FINANCE CORP.  
Address One Cherry Hill, P.O. Box 8408, Cherry Hill, NJ 08002  
Individually and as Agent for Yamaha Motor Corp.  
U.S.A. and Yamaha Parts Distributors, Inc.  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

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

RECORD FEE 10.00  
POSTAGE .50  
#10314 0040 R02 T18:16  
DEC 15 86

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Amendment (see below)</p>
<p>Amend Secured Party's address to read: 1020 Laurel Oak Corp. Center P.O. Box 446 Voorhees, NJ 08043</p> <p>Add Debtor's second location: 6007 Olson Rd. Baltimore, MD 21225</p>	

RECEIVED FOR RECORD  
1986 DEC 15 PM 6:25

H. ERLE SCHAFFER  
CLERK

Bl

Dated 11-7-86  
Maryland Yamaha, Inc.  
Edward Chalk - Pres.

ITT COMMERCIAL FINANCE CORP.  
(Signature of Secured Party)  
Linda Perth  
Type or Print Above Name on Above Line

Mailed to Secured Party

10.00

UNIFORM COMMERCIAL CODE

Anne Arundel County

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 209639

RECORDED IN LIBER 371 FOLIO 18 ON 5/20/77 (DATE)

1. DEBTOR

Name MARYLAND YAMAHA, INC.

Address 6027 Ritchie Highway, Baltimore, MD 21225

2. SECURED PARTY

Name Yamaha Motor Corporation, U.S.A.

Address 6555 Katella Avenue  
Cypress, CA 90630

RECORD FEE 10.00  
POSTAGE .50  
#10315 0040 R02 T18:17  
DEC 15 86

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

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p>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 checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Amendment (see below)</p>
<p>All collateral and rights described in the original financing statement assigned to: ITT COMMERCIAL FINANCE CORP. 1020 LAUREL OAK CORP. CENTER PO BOX 446 VOORHEES, NJ 08043 Individually and as Agent for Yamaha Motor Corp. U.S.A. and Yamaha Parts Distributors, Inc. Add Debtor's second location: 6007 Olson Rd. Baltimore, MD 21225</p>	

RECEIVED FOR RECORD

1986 DEC 15 PM 6:25  
H. ERLE SCHAFFER  
CLERK

(Handwritten initials)

Dated 11-7-86  
Maryland Yamaha, Inc.  
Edward Chalk - Pres.

ITT COMMERCIAL FINANCE CORP.  
(Signature of Secured Party)  
Linda Keith  
Type or Print Above Name on Above Line

Mailed to Secured Party

10.00

265144

BOOK 506 PAGE 126

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) L. B. Smith, Inc. Baltimore-Washington Express way & Dorsey Road Hanover, Maryland 21076	2. Secured Party(ies) and address(es) Harnischfeger Corporation 13400 Bishops Lane Brookfield, Wisconsin 53005	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50 #10319 COAO R02 718:19 DEC 15 86
4. This financing statement covers the following types (or items) of property:  One (1) P&H Model Omega S-20 Serial No. 71499 Crane		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:

L. B. SMITH, INC.  
By: *[Signature]*  
Signature(s) of Debtor(s)

HARNISCHFEGER CORPORATION  
By: *[Signature]*  
Signature(s) of Secured Party(ies)  
Assistant Treasurer

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

11-50

Mailed to Secured Party

CF  
CLERK

RECEIVED FOR RECORD  
COURT CLERK, A.A. COUNTY

1986 DEC 15 PM 6:25

H. ERLE SCHAFER  
CLERK

11/00 3

FINANCING STATEMENT FORM UCC-1

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

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

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

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

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

1. ~~DEBTOR~~ LESSEE

Name Pauls Twilight Club, Inc.

Address 7693 Baltimore Annapolis Blvd. Glen Burnie, MD 21061

2. ~~SECURED PARTY~~ LESSOR

Name Delta Leasing, Inc.

Address 1 Eves Drive Evesham Corporate Center Marlton, NJ 08053

Person And Address To Whom Statement Is To Be Returned 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) Fawn Futura 21 Cigarette Machine s/n 32710

RECORD FEE 11.00  
POSTAGE .50

441127 C177 R01 T09106

DEC 16 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)

*Doris Minadakis* President  
(Signature of ~~Debtor~~) LESSEE

Pauls Twilight Club, Inc.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Dorothy Troutman* President  
(Signature of ~~Secured Party~~) lessor

DELTA LEASING, INC.  
Type or Print Above Signature on Above Line



RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 DEC 16 AM 10:20

H. ERLE SCHAFER  
CLERK

Mailed to Secured Party

11-

50

265146

FINANCING STATEMENT—MARYLAND

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

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

1. The name and address of the Debtor is:  
**Corman Construction, Inc.**  
3111 Annapolis Junction Road  
Jessup, MD 20794-0160

2. The name and address of the Secured Party (or Assignee) is:  
**First Virginia Commercial Corporation**  
6400 Arlington Blvd.  
Falls Church, VA 22046

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

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

**One (1) 16N13945 New Grove Model RT525 Crane,  
SN 69195, powered by Model GM 8.2L  
Diesel Engine, complete**

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

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

(If Collateral is goods which will or are to become fixtures, complete this section and type conspicuously at the top the following: "To be Recorded in the Land Records") The above goods are affixed or are to be affixed to: (describe real estate)

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

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

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

Debtor(s):

**Corman Construction, Inc.**

*William G. Cox*

William G. Cox, President

Secured Party:

**First Virginia  
Commercial Corporation**

*Harold V. Dellinger, II*  
(AUTHORIZED SIGNATURE)

**Harold V. Dellinger, II  
Vice President**

(TYPE NAME AND TITLE)

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

No 89 9/79

*11/10*

Mailed to Secured Party

RECEIVED FOR RECORD  
CLERK COUNTY COURT, W.A. COUNTY  
1986 DEC 16 AM 10:20  
H. ERLE SCHAFFER  
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 The Yacht Basin Company, Inc.  
P.O. Box 168 - 2 Compromise Street  
Address Annapolis, Maryland 21404

RECORD FEE 11.00  
FEBRUARY 16 1986  
109100  
DEC 16 86

2. SECURED PARTY

Name Centron Financial Services, Inc.  
P.O. Box 74  
Address Route 9 & The Garden State Parkway, New Gretna, N.J. 08224

Person & address to whom statement is to be returned if different from above.

3. Maturity date of obligation (if any) May, 1987

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

1987 Viking 35' Convertible	Hull #VKY35121K687
Twin Crusader 350HP (Gas)	Ser. #59726-Port
	Ser. #61136-Stbd
6.5KW Westerbeke Generator (Gas)	Ser. #150125-C608

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 Attorney  
Type or print above name

\_\_\_\_\_  
Signature of debtor  
Type or print above name

Gerard D. Straub  
Signature of secured party  
Centron Financial Services, Inc.  
Gerard D. Straub, Secretary  
Type or print above name  
Mailed to Secured Party

RECEIVED FOR RECORDATION  
CLERK  
1986 DEC 16 AM 10:20  
H. ERLE SCHAFER  
CLERK

11/9

STATE OF MARYLAND

BOOK 506 PAGE 130

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 506 FOLIO 129 ON \_\_\_\_\_ (DATE)

1. DEBTOR

Name The Yacht Basin Company, Inc.  
Address 2 Compromise Street - P.O. Box 168  
Annapolis, Maryland 21404

RECORD FEE 10.00  
POSTAGE .50  
M1120 CTT7 R01 109:00  
DEC 16 86

2. SECURED PARTY

Name Centron Financial Services, Inc.  
Address P.O. Box 74  
Route 9 & The Garden State Parkway  
New Gretna, N.J. 08224

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

3. Maturity date of obligation (if any) May, 1987

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input 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><b>D. Other:</b> <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>	

RECORD & RETURN TO COUNTY CLERK  
1986 DEC 16 AM 10:20  
J.F. CLERK  
H. ERLE SCHAFFER  
CLERK

Mailed to Secured Party

Dated \_\_\_\_\_

(Signature of Secured Party)  
Gerard D. Straub, Secretary  
~~Centron Financial Services, Inc.~~  
Type or Print Above Name on Above Line

1650

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. 261672

RECORDED IN LIBER 497 FOLIO 465 ON May, 1, 1986 (DATE)

1. DEBTOR

Name Executive Fishing Charters, Inc.  
Address 14 Germay Drive Wilmington, DE 19804

RECORDING FEE 12.00  
POSTAGE .50  
MAY 12 1986 10:02 AM  
DEC 16 86

2. SECURED PARTY

Name Credit Alliance Corporation and/or Leasing Service 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 <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Amendment</p>
	<p>See letter attached hereto and forming a part hereof.</p>	<p>EQUIPMENT LOCATION: 500 DiGiulian Blvd. Glen Burnie, MD 21061</p>

J. F. CLERK  
1986 DEC 16 AM 10:21  
H. ERLE SCHAFER  
CLERK

Executive Fishing Charters, Inc.

By: [Signature] President

Credit Alliance Corporation and/or Leasing Service Corporation

Dated 11/7/86

[Signature] S.V.P.  
(Signature of Secured Party)  
Philip D. Cooper  
Type or Print Above Name on Above Line



Executive Fishing Charters, Inc.  
14 Gerday Drive  
Wilmington, Delaware 19804

Date: 2/26

Credit Alliance Corporation  
P. O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, Maryland 21061

RE: Security Agreement and Promissory Note dated December 29, 1982 between SAM & Tco Field Management Services, Inc., as Mortgagor, and Credit Alliance Corporation, as Mortgagee and Transfer and Assumption Agreement dated April 16, 1986 between SAM & Tco Field Management Services, Inc. as Transferor and Executive Fishing Charters, Inc., as Transferee.

Gentlemen:

With reference to the captioned, we have requested that you release your security interest in the following: One (1) 35 ton Grove Hydraulic Truck Crane, Model TMS300, S/N 43367 on Carrier, S/N CGL41030BJ.

We hereby grant you a security interest in the following: Two (2) Terex Model 72-81 Loaders, S/N's 63480 and 53620; One (1) Joy Model 600QP Air Compressor, S/N 155477; Two (2) Pemberton Couplers; Two (2) Bucket Blanks; One (1) Fork to secure our mortgage obligations as defined in the captioned and affirm that said Two (2) Terex Model 72-81 Loaders, S/N's 63480 and 53620; One (1) Joy Model 600QP Air Compressor, S/N 155477; Two (2) Pemberton Couplers; Two (2) Bucket Blanks; One (1) Fork are and shall continue to be subject to all the terms and conditions of the captioned Security Agreement and Promissory Note, and Transfer and Assumption Agreement as if said Two (2) Terex Model 72-81 Loaders, S/N's 63480 and 53620; One (1) Joy Model 600QP Air Compressor, S/N 155477; Two (2) Pemberton Couplers; Two (2) Bucket Blanks; One (1) Fork, had originally been listed as items of property on the contract.

We affirm that the captioned Security Agreement and Promissory Note and Transfer and Assumption Agreement continue to be in full force and effect and are enforceable in accordance with its terms and conditions without modification, except as indicated herein.

Very truly yours,

SAM & Tco Field Management Services, Inc.

By: [Signature]

Executive Fishing Charters, Inc.

By: [Signature]

ACKNOWLEDGED ACCEPTED AND AGREED TO:

CREDIT ALLIANCE CORPORATION

BY: [Signature]

Mailed to Secured Party

265148

Debtor or Assignor Form

Dealer Contract  
FINANCING STATEMENT

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

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

Name of Debtor

Donald E. Hedler

Address

4842 Riverside Drive  
Galesville, Maryland 20765

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address: P.O. Box 17292, Baltimore, Md. 21203

Attach separate list if necessary

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

- (1) 1986 Eager Beaver  
B9DOW Trailer  
Serial # 1120BD309GA090656

RECORD FEE 11.00  
POSTAGE .50  
M1114 0777 001 T08456  
DEC 16 86

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

CR  
CLERK

Debtor (or Assignor)

Secured Party (or Assignee)

\_\_\_\_\_  
*Donald E. Hedler*

THE FIRST NATIONAL BANK OF MARYLAND

BY *J. Wayne Welsh*

Donald E. Hedler

J. Wayne Welsh

FNB 0660

Type or print names under signatures

RECEIVED FOR RECORD  
HARRIS COUNTY  
1986 DEC 16 AM 10:21  
H. ERLE SCHAFFER  
CLERK

*11/20*

Mailed to Secured Party

Debtor or Assignor Form

Dealer Contract  
FINANCING STATEMENT

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

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

Name of Debtor

Donald E. Hedler

Address

4842 Riverside Drive  
Galesville, Maryland 20765

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address: P.O. Box 17292, Baltimore, Md. 21203

Attach separate list if necessary

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

(1) 1976 Case 580C Tractor LDR/Hoe  
Serial # 8954981

RECORD FEE 11.00  
POSTAGE .50  
HALLS CTTT R01 TOR 157  
DEC 16 86

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

\_\_\_\_\_  
*Donald E. Hedler*

THE FIRST NATIONAL BANK OF MARYLAND

BY *J. Wayne Welsh*

Donald E. Hedler

J. Wayne Welsh

FNB 0850

Type or print names under signatures

RECEIVED FOR RECORD  
HALLS CTTT R01 TOR 157  
DEC 16 86  
H. ERLE SCHAFFER  
CLERK

11/10

Mailed to Secured Party

265151

BOOK 506 PAGE 136

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)

DARLENE H. JORDAN  
Holiday MHP  
E43 CRAIG DRIVE  
JESSUP MD 20794

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

GREEN TREE ACCEPTANCE INC.  
2200 OPITZ BLVD ; #245  
WOODBIDGE, VA 22191

4 For Filing Officer Date, Time No Filing Office

RECORD FEE 11.00  
POSTAGE .50  
#41110 0777 R01 108:52  
DEC 16 86

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

1979 HOMETTE  
70 X 14 SERIAL # 03100459  
"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

Products of the Collateral are also covered

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

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

8 Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)					
<input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or					
<input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or					
<input type="checkbox"/> as to which the filing has lapsed, or					
<input type="checkbox"/> already subject to a security interest in another jurisdiction.					
<input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					
DARLENE H. JORDAN					GREEN TREE ACCEPTANCE INC.

By Darlene H. Jordan  
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 SD  
(3/83)

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

RECEIVED FOR RECORD  
CLERK COURT, W.A. COUNTY  
1986 DEC 16 AM 10:21  
H. ERLE SCHAFFER  
CLERK

Mailed to Secured Party

TERMINATION STATEMENT

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

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

File No. 258260 Dated Sept. 3, 1985

Record Reference Liber 489, Page 178

RECORD FEE 10.00

POSTAGE

2. DEBTOR is:

Name: Lazzar, Jr., Blase (Last Name First)

44.079 CITY BAL T08142

DEC 16 1986

Address: 53 Rol Park Village, Millersville, Md. 21108

3. SECURED PARTY is:

Name: Union Trust Company of Maryland

Address: P. O. Box 1573, Balto., Md. 21203

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

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

RETURN TO: UNION TRUST COMPANY OF MARYLAND  
BALTIMORE AND ST. PAUL STREETS, BALTIMORE, MARYLAND 21203

SECURED PARTY:

Union Trust Company of Md.

Date: 11/07, 1986

By: Bremen I. Trail (Title)  
Consumer Loan Officer

RECEIVED FOR RECORD  
CLERK COURT ANN. COUNTY

1986 DEC 16 AM 10:22

H. ERLE SCHAFER  
CLERK

012-1721-0537

Term \$1000  
Postage .50  
\$10.50

1050

UNION TRUST CO. OF MD.  
CONSUMER LOAN DEPT.  
P. O. BOX 1573  
BALTIMORE, MD. 21203

Mailed to Secured Party

J. M. HITCH

FINANCING STATEMENT FORM UCC-1

Identifying File No. 265152

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ XX 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 Rastogi, Ram K. and Rastogi, Asha, Joint Tenants with Right of Survivorship  
Address 618 Galway Garth, Arnold, MD 21012

2. SECURED PARTY

Name NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA  
Address 70 Pine Street, New York, New York 10270

Person And Address To Whom Statement Is To Be Returned If Different From Above.  
Jo Ann K. Recchiuti, Blank, Rome, Comisky & McCauley  
Four Penn Center Plaza, Philadelphia, PA 19103

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

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

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

Name and address of Assignee

RECORD FEE 17.00  
POSTAGE .50  
44150 COM 801 709154

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Rastogi, Ram K. and Asha, BY: WKS  
Associates, General Partner of  
Partnership BY: Harold P. Weiss,

Type or Print Above Name of Debtor  
Harold P. Weiss  
Under power of attorney

(Signature of Debtor)

Mailed to Secured Party

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

CR  
CLERK

RECEIVED FOR RECORD  
ANNE ARUNDEL COUNTY

1986 DEC 16 AM 10:35

H. ERLE SCHAFFER  
CLERK

12.00

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

Roll No. L 443

Page No. 230

Identification No. 240193

Dated October 27, 1981

1. Debtor(s) { Richard & Frances M. Backus  
Name or Names—Print or Type  
351 Fleagle Rd. Glen Burnie, MD 21061  
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) \_\_\_\_\_

RECORD FEE 13.00  
POSTAGE .30  
BAL 133 0040 R01 109:56  
DEC 16 86

4. Check Applicable Statement:

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

Dated: November 17, 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)

BR

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 DEC 16 AM 10:35

H. ERLE SCHAFFER  
CLERK

Mailed to Secured Party

\$13.50

13<sup>00</sup>5

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 471

Page No. 423

Identification No. 251256

Dated March 15, 1984

1. Debtor(s) { Steven M. & Diane L. Bennett  
Name or Names—Print or Type  
1309 Carroll Rd. Severna Pk. MD 21146  
Address—Street No., City - County State Zip Code

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

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

RECORD FEE 13.00  
POSTAGE .50

4. Check Applicable Statement:

PAID BY CASH TO TOP 156  
DEC 16 86

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

Dated: November 17, 1986 Sears, Roebuck and Company  
Name of Secured Party

[Signature]  
Signature of Secured Party

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

132 RECEIVED FOR RECORD  
CREDIT COURT, A.A. COUNTY  
1986 DEC 16 AM 10:35  
H. ERLE SCHAFFER  
CLERK

Mailed to Secured Party

Mail

\$13.50

1305

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 442 Page No. 572  
Identification No. 240016 Dated October 15, 1981

1. Debtor(s) { William A. & Mary A. Fry  
Name or Names—Print or Type  
807 Lynvue Dr. Linthicum MD 21090  
Address—Street No., City - County State Zip Code

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

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

4. Check Applicable Statement:

RECORD FEE 13.00  
POSTAGE .50

MAILED 0040 001 109:57  
DEC 16 1986

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

Dated: NOV. 19 1986 Sears, Roebuck and Company  
Name of Secured Party  
[Signature]  
Signature of Secured Party  
J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 DEC 16 AM 10:36

H. ERLE SCHAFER  
CLERK

J. F.  
CLERK

Mailed to Secured Party

Secured Party

\$13.50

1303

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 442

Page No. 571

Identification No. 240015

Dated October 15, 1981

1. Debtor(s) { Stanley L. Gordon & Patricia L. Gordon  
Name or Names—Print or Type  
746 D. St. Pasadena, MD 21122  
Address—Street No., City - County State Zip Code

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

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

RECORD FEE 13.00  
POSTAGE .50

4. Check Applicable Statement:

UNITS COMD R01 T07-567  
DEC 16 1986

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

NOV. 19 1986

Dated: \_\_\_\_\_ Sears, Roebuck and Company  
Name of Secured Party

[Signature]  
Signature of Secured Party

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

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 DEC 16 AM 10:36

H. ERLE SCHAFFER  
CLERK

J. F.  
CLERK

Mailed to Secured Party

13.50

130 →

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 492 Page No. 600  
Identification No. 259701 Dated December 24, 1985

1. Debtor(s) { James A. Hoage  
Name or Names—Print or Type  
592 Center Dr. Severna Pk. MD 21146  
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:

APPROVED FEE 12.00  
POSTAGE .50  
#1137 0040 R01 109:59  
DEC 16 86

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

NOV. 19 1986

Dated: \_\_\_\_\_ Sears, Roebuck and Company  
Name of Secured Party  
[Signature]  
Signature of Secured Party  
J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

RECEIVED FOR RECORD  
CLERK COURT, A.A. COUNTY

1986 DEC 16 AM 10:36

H. ERLE SCHAFFER  
CLERK

Mailed to Secured Party

\$12.50

12.50

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 466 Page No. 465  
Identification No. 249394 Dated October 19, 1983

1. Debtor(s) { Freddie L. & Melaine B. Lee  
Name or Names—Print or Type  
7733 Pinyon Rd. Hanover, MD 21076  
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:

RECORD FEE 15.00  
POSTAGE .50

PAID 13.00 109-59  
DEC 16 1986

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

NOV. 19 1986

Dated: \_\_\_\_\_ Sears, Roebuck and Company  
Name of Secured Party  
[Signature]  
Signature of Secured Party  
J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 DEC 16 AM 10:36

H. ERLE SCHAFFER  
CLERK

J. K. CLERK

Mailed to Secured Party

#13.50

1305

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

Roll No. 497

Page No. 79

Identification No. 261372

Dated April 21, 1986

1. Debtor(s) William D. & Evelyn M. Meister  
Name or Names—Print or Type  
1529 South Shore Rd. Pasadena, MD 21122  
Address—Street No., City - County State Zip Code

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

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

4. Check Applicable Statement:

RECORD FEE 13.00  
POSTAGE .30  
\$41.39 DOW 201 110:00  
DEC 16 86

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

NOV. 19 1986

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

(102)

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CIRCUIT COURT, A.A. COUNTY

1986 DEC 16 AM 10:36

H. ERLE SCHAFFER  
CLERK

Mailed to Secured Party  
\$13.50

1305

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

Roll No. 471

Page No. 425

Identification No. 251258

Dated March 15, 1986

1. Debtor(s) { Robert S. Moore & Diana L. Moore  
Name or Names—Print or Type  
923 Truro Ln Crofton, 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:

RECORD FEE 13.00  
POSTAGE .50  
\$13.50  
DEC 16 86

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

Dated: NOV. 19 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)

PS

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY  
1986 DEC 16 AM 10:36  
H. ERLE SCHAFFER  
CLERK

Mailed to Secured Party

\$13.50

13.00

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 442

Page No. 567

Identification No. 240011

Dated October 15, 1981

1. Debtor(s) { Harold A. & Edna E. Klozewski  
Name or Names—Print or Type  
145 South Carolina Ave. Pasadena, MD 21122  
Address—Street No., City - County State Zip Code

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

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

4. Check Applicable Statement:

RECORD FEE 15.00  
POSTAGE .50  
BALANCE DPA 801 110:01  
DEC 16 86

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

NOV. 19 1986

Dated: \_\_\_\_\_ 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)

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 DEC 16 AM 10:36

H. ERLE SCHAFER  
CLERK

J. F.  
CLERK

Mailed to Secured Party

\$13.50

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

Roll No. 475

Page No. 371

Identification No. 252930

Dated July 27, 1984

1. Debtor(s) { Daisey E. Griffin  
Name or Names—Print or Type  
101 Metispa Dr. Severna Pk. MD 21146  
Address—Street No., City - County State Zip Code

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

3. Maturity Date (if any)

4. Check Applicable Statement:

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

REGISTER FEE 12.00  
POSTAGE .50  
MAY 16 10 40 AM 1986  
SEC 16 86

NOV. 19 1986

Dated: \_\_\_\_\_ 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)

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 DEC 16 AM 10:36

H. ERLE SCHAFER  
CLERK

J. F.  
CLERK

Mailed to Secured Party

\$ 12.50

12.00

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

Roll No. 443 Page No. 405  
Identification No. 240301 Dated November 2, 1981

1. Debtor(s) { Forrest S. & Dorothy J Davis  
Name or Names—Print or Type  
812 White Ave. Linthicum, MD 21090  
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:

RECORD FEE 13.00  
POSTAGE .50  
341163 DMD 201-110-03  
DEC 16 1986

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

NOV. 19 1986

Dated: \_\_\_\_\_ Sears, Roebuck and Company  
Name of Secured Party  
[Signature]  
Signature of Secured Party  
J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

BR

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 DEC 16 AM 10:36

H. ERLE SCHAFFER  
CLERK

Mailed to Secured Party

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13.00

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 443

Page No. 224

Identification No. 240187

Dated October 27, 1981

1. Debtor(s) { James E. & Elizabeth G. Osborne  
Name or Names—Print or Type  
4 Emerson Rd. Severna Ok. MD 21146  
Address—Street No., City - County State Zip Code

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

3. Maturity Date (if any)

RECORD FEE 13.00

POSTAGE .50

4. Check Applicable Statement:

441164 000 001 110404

DEC 16 1986

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

Dated: NOV. 19 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)

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 DEC 16 AM 10:36

H. ERLE SCHAFFER  
CLERK

Mailed to Secured Party

#13.50

13<sup>00</sup> 3

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 443

Page No. 221

Identification No. 240184

Dated October 27, 1981

1. Debtor(s) { George F. & Sabine Yeager 1V  
Name or Names—Print or Type  
8949 Twin Ridge Dr. Glen Burnie, MD 21061  
Address—Street No., City - County State Zip Code

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

3. Maturity Date (if any)

RECORD FEE 15.00  
POSTAGE .50

4. Check Applicable Statement:

441183 COM 001 T10104  
DEC 16 86

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

NOV. 19 1986

Dated:

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)

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 DEC 16 AM 10:36

H. ERLE SCHAFFER  
CLERK

Mailed to Secured Party

#13.50

1300

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 443

Page No. 395

Identification No. 240291

Dated November 2, 1981

1. Debtor(s) { Louis E. Weldon & Marie V. Muscolino  
Name or Names—Print or Type  
1136 Armistead St. Glen Burnie, MD 21061  
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:

STAMP FEE 13.00  
POSTAGE .50  
NOV 26 0940 AM 110405  
DEC 16 86

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

NOV. 19 1986

Dated: \_\_\_\_\_ 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)

RECEIVED FOR RECORD  
COURT, A.A. COUNTY

1986 DEC 16 AM 10:37

H. ERLE SCHAFFER  
CLERK

Mailed to Secured Party

#13.50

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 484

Page No. 198

Identification No. 256251

Dated April 19, 1985

1. Debtor(s) { Clifford & Geraldine Tompkins  
Name or Names—Print or Type  
1304 Hillcrest Rd. Glen Burnie, MD 21061  
Address—Street No., City - County State Zip Code

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

3. Maturity Date (if any)

4. Check Applicable Statement:

RECORD FEE 15.00

POSTAGE .50

MAILING COST MULTIPLE 106  
DEC 16 1985

<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>

NOV. 19 1986

Dated: \_\_\_\_\_ 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)

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

Mailed to Secured Party

1986 DEC 16 AM 10:37

*Bl*

H. ERLE SCHAFFER  
CLERK

\$13.50

13.50

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 484

Page No. 196

Identification No. 256249

Dated April 19, 1985

1. Debtor(s) { Marvin C. & Helga Reynolds  
 Name or Names—Print or Type  
834 Springdale Rd. Millersville, MD 21208  
 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:

RECORD FEE 13.00  
 POSTAGE .50  
 MAIL TO COURT T10709  
 DEC 16 1986

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

NOV. 19 1986

Dated: \_\_\_\_\_ 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)

RECEIVED FOR RECORD  
CLERK COURT BALTIMORE COUNTY

1986 DEC 16 AM 10:37

H. ERLE SCHAFER  
CLERK

Mailed to Secured Party

#13.50

1306

32

265210

BOOK 506 PAGE 155

5111786RMZ  
A-6E

RECORD: CHATTEL RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

November 28, 1986

Not subject to Recordation Tax  
Principal amount of debt secured is:  
\$750,000.00

FINANCING STATEMENT

RECORD FEE 23.00  
POSTAGE .50  
#41177 0040 R01 T10:32  
DEC 16 86

- 1. DEBTOR: Address: 1396 Rockville Pike  
HERSON-COHN ENTERPRISES, Rockville, Maryland 20852  
a Maryland general partnership
- 2. SECURED PARTY: Address: 8401 Colesville Road  
FIRST AMERICAN BANK OF MARYLAND Silver Spring, Maryland 20910  
Attention: Real Estate Department
- 3. TRUSTEES: Address: 8401 Colesville Road  
WILLIAM E. THOMPSON and Silver Spring, Maryland 20910  
MARY C. SWAIN 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 (exclusive of lifts and trade fixtures) and articles of personal property of every kind and nature whatsoever (exclusive of inventory), now or hereafter ordered for eventual delivery to the premises described in Paragraph 7 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus,

RECEIVED FOR RECORD  
ANNE ARUNDEL COUNTY

1986 DEC 16 AM 10:37

H. ERLE SCHAFFER  
CLERK

CR  
CLERK

23.00

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 exclusive of any such amounts derived by Debtor in the ordinary course of business; 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 in which Debtor has an interest.

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 and notwithstanding any other provision contained herein does not include any inventory, proceeds, profits, chattels, papers or any personal property of Debtor used in the ordinary course of business that is kept on or off the Premises.

5. The aforesaid items are included as security in a certain Leasehold Deed of Trust and Security Agreement with Assignment of Subleases, 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 Leasehold Deed of Trust and Security Agreement with Assignment of Subleases, Rents and Profits hereinabove referenced.

[SIGNATURE PAGE FOLLOWS]

WITNESS:

DEBTOR:

HERSON-COHN ENTERPRISES,  
a Maryland general partnership

*[Signature]*

By: *[Signature]* [SEAL]  
Gerald Herson, General Partner

*Paul W Davis*

By: *[Signature]* [SEAL]  
Lewis B. Cohn, General Partner

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

Exhibit "A"

RDM  
152074 MARLBORO PIKE  
UPPER MARLBORO, MARYLAND 20772  
(301) 627-3100

NOVEMBER 20, 1986

DESCRIPTION OF ANNAPOLIS ACURA PARCEL

Being a parcel of land lying on the south side of West Street, the west side of Legion Avenue and on the north side of McGuckian Avenue in the Sixth (6th) District of Anne Arundel County, Maryland and in the City of Annapolis, and being part of the land that Ralph E. Campbell and Helen E. Campbell, his wife, conveyed to Louis H. Fanaroff, et al, by deed dated May 15, 1981 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3407 at Folio 566 and also being Lots 1, 21 and 22, and part of Lots 2, 3, 19 and 20, Block D of "McGuckian Subdivision" recorded in Plat Book 19 at Folio 16 and being more particularly described as follows:

Beginning for the same at a point of tangency of a fillet curve of Legion Avenue on the northerly outline of McGuckian Avenue, as shown on a Plat of Right of Way Acquisition recorded in Liber 2803 at Folio 612, said point being North 69 Degrees 16' 57" West 17.15' from a P.K. Nail at the southeast corner of Lot 22, Block D, as shown on the abovesaid "McGuckian Subdivision" Plat; thence running with said northerly outline of McGuckian Avenue North 75 Degrees 58' 40" West 131.74' to a point; thence leaving McGuckian Avenue and running through Lots 19, 20, 3 and 2, Block D, as shown on said Plat, North 24 Degrees 41' 20" East 405.78' to a pipe found on the south side of West Street;

thence with the south side of West Street as shown on State Roads Commission Plat No. 19833, and with a curve deflecting to the right having a radius of 1471.20, a long chord of South 68 Degrees 39' 30" East 136.54' and an arc length of 136.59' to a P.K. Nail found;

thence 25.59' along the arc of a curve to the right, said curve having a radius of 30.00' and a long chord of South 00 Degrees 15' 19" West 24.82' to a point on the west side of Legion Avenue (formerly Ritchie Street);

thence running with the west side of said Legion Avenue South 24 Degrees 41' 20" West 346.14' to a point of curvature;

thence 29.08' along the arc of a curve to the right, said curve having a radius of 21.00' and a long chord of South 64 Degrees 21' 20" West 26.81' to the place of beginning.

Containing 1.334 Acres of Land, more or less, as shown on a Site Plan prepared by RDA revised dated November 20, 1986, as computed from existing records and based on a Property Line Survey by J. R. McCrone dated May 13, 1981 and corrected for a small error of closure and removing from said survey the Right of Way Acquisition by the City of Annapolis, recorded in Liber 2803 at Folio 610.

Subject to a Pole Line Agreement to Baltimore Gas and Electric recorded in Liber GTC 1283 at Folio 340.

Subject to easements or encumbrances of record or otherwise, which may exist, if any.

Mailed to Secured Part 7

Debtor or Assignor Form

FINANCING STATEMENT

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

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

Name of Debtor  
 Coast Navigation, Inc.

Address  
 DR. (JZ) (CLT)  
 1934 Lincoln Pkwy.  
 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 inventory, equipment and accounts receivable now owned or hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such inventory, equipment and accounts receivable.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

RECEIVED FOR RECORD  
 CIRCUIT COURT, ANNA COUNTY  
 1986 DEC 16 PM 2:50  
 H. ERLE SCHAFER  
 CLERK



RECORD FEE 11.00  
 POSTAGE .50  
 #10-418 C237 R02 T14152  
 DEC 16 86

Debtor (or Assignor)  
 Coast Navigation, Inc.

Secured Party (or Assignee)

BY: *[Signature]*

FARMERS NATIONAL BANK OF MARYLAND

BY: *Carol L. Yindall*

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



To Be Recorded In The Financing Statement Records Of Anne Arundel County, Maryland, and Among The Financing Statement Records Of The State Department Of Assessments and Taxation.

Subject To Recording Tax Paid Or To Be Paid On Recordation Of A Mortgage And Security Agreement To The Clerk Of The Circuit Court of Anne Arundel County, Maryland.

FINANCING STATEMENT

1. DEBTOR:

COX CREEK REFINING COMPANY  
Kenbo Road  
Baltimore, Maryland 21226

RECORDING FEE 13.00  
POSTAGE .50  
#41267 CTTI ROL 114701  
DEC 16 86

2. SECURED PARTY:

LLOYDS BANK PLC  
P.O. Box 2008  
One Seaport Plaza  
199 Water Street  
New York, New York 10038

3. This Financing Statement covers, and Debtor grants to Secured Party a security interest in and to, the following kinds and types of property owned by Debtor, or in which Debtor has an interest, wherever located, whether now existing or hereafter acquired:

1. (a) Receivables, including all of the accounts, contract rights (including any rights under or by which Debtor refines or cast into rods copper, belonging, in whole or part, for a third party) chattel paper and instruments of Debtor, whether now existing or hereafter acquired or arising in which Debtor now has or hereafter acquires any rights, including, without limitation, all present and future rights to payments for goods, merchandise or inventory sold or leased or for services rendered, whether or not presented by instruments or chattel paper, and whether or not earned by performance; proceeds of any letter of credit on which Debtor is beneficiary; and all forms of obligations whatsoever owing to Debtor, together with all instruments and documents of title representing any of the foregoing, all rights in any goods, merchandise or inventory which any of the foregoing may represent, all rights in any returned or repossessed goods, merchandise or inventory, and all rights, security and guaranties with respect to each of the foregoing, including, without limitations, any right of stoppage in transit;
- (b) Inventory, including all of the inventory of Debtor, whether now existing or hereafter

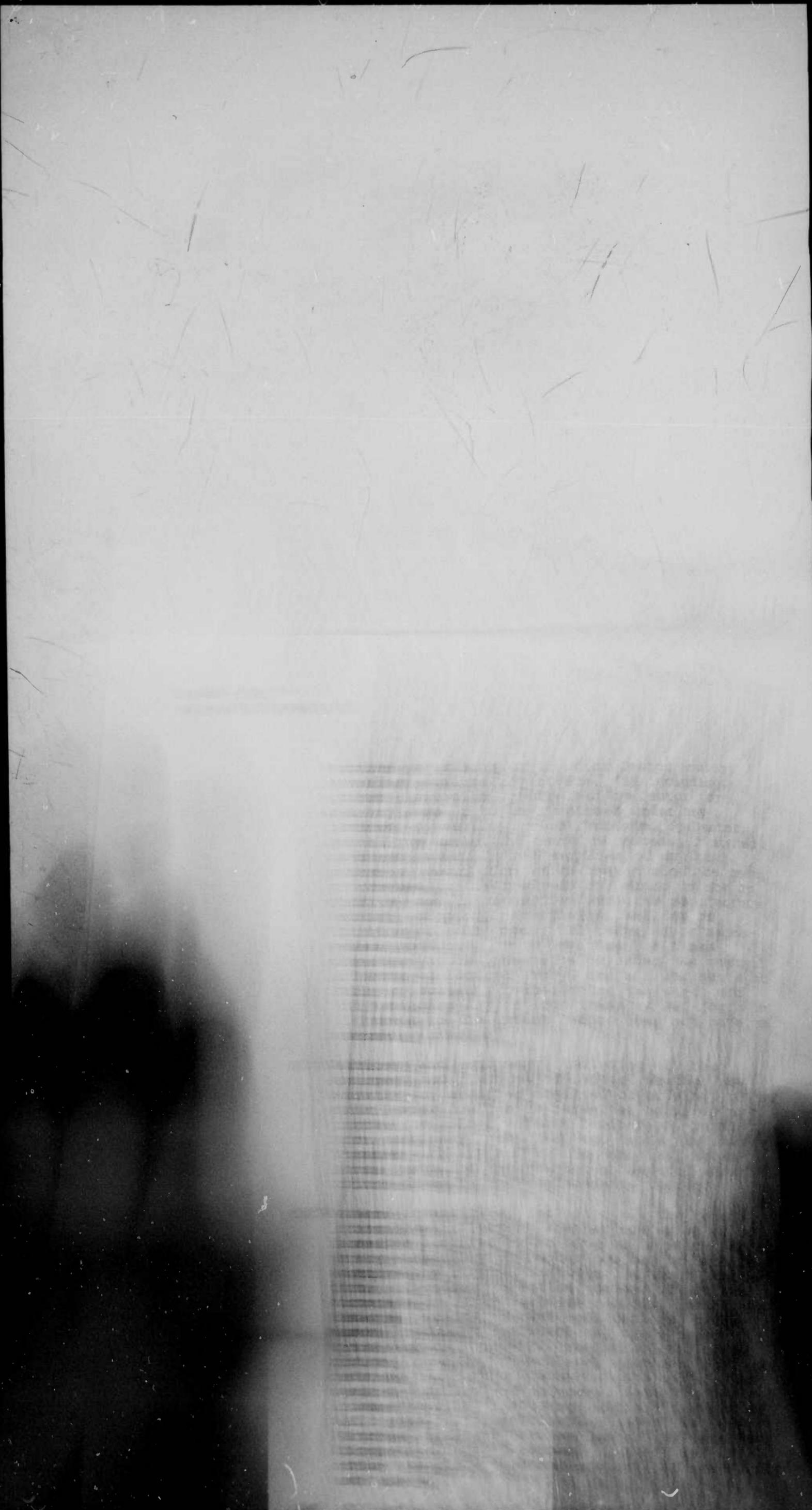
H. ERLE SCHAFER  
CLERK

1986 DEC 16 PM 3:10

RECEIVED FOR RECORD  
CIRCUIT COURT, ANNE ARUNDEL COUNTY



130



R2544.138 J  
61R:4:12/12/86

acquired or arising or in which Debtor now or hereafter acquires any rights, (i) including, without limitation, goods held by Debtor for sale or lease or to be furnished under any contract of service, or so furnished by Debtor, and all raw materials, work in process, finished goods and materials and supplies of any kind, nature or description which are or might be used or consumed in the business of Debtor or are or might be used in connection with the manufacture packing, shipping, advertising, selling or finishing of such goods, all returned or repossessed goods now, or at any times or times hereafter in the possession or under the control of Debtor or Secured Party, and all documents of title or documents representing the same, and (ii) excluding any of such items as set forth in (i) herein to the extent Debtor does not have an ownership interest.

- (c) Machinery and equipment, including all the equipment and fixtures of Debtor, whether now existing or hereafter acquired or arising, or in which Debtor now has or hereafter acquires any rights, including, without limitation, furniture, machinery, vehicles, and trade fixtures, together with any and all accessories, accessories, parts and appurtenances thereto, substitutions therefor and replacements thereof;
- (d) General intangibles, including all the general intangibles of Debtor, whether now existing or hereafter acquired or arising or in which Debtor or any subsidiary of Debtor now has or hereafter acquires any rights, including, without limitation, all choses in action, causes of actions, corporate or other business records, inventions, designs, patents, patent applications, trademarks, trademark applications, trade names, trade secrets, goodwill, registrations, copyrights, licenses, franchises, customer list, tax refunds, tax refund claims, rights and claims against carriers and shippers, leases, rights to indemnification (including, without limitation, all rights to indemnification under the Assets Purchase Agreement between Debtor and Kennecott Corporation dated December , 1986) and all other intangible personal property of every kind and nature;
- (e) All of the books and records of Debtor pertaining to any of the foregoing; all products and proceeds of any of the foregoing (including, without limitation, proceeds of any insurance policies); the aforesaid Asset Purchase Agree-

ment, and all rights and interests relating thereto; all tolling agreements, and all leases, contracts, warranties and agreements relating to acquisition, capital improvements and operations of the 190,000 stpy copper refinery and 190,000 stpy continuous cast rod mill owned by Debtor and located on Kenbo Road, Anne Arundel County, Maryland.

- (f) all warranties under any purchase contracts and all of Debtor's right, title and interest in and to any deposit and any sums at any time credited by or due from Secured Party or any affiliate of Secured Party to Debtor, with the same rights therein as if the deposits or other sums were credited by or due from Secured Party.
- (g) All capital shares of Debtor.

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

5. This Financing Statement is executed by Debtor pursuant to a Loan Agreement of even date between Debtor and Secured Party and a Mortgage and Security Agreement of even date herewith from Debtor to Secured Party intended to be recorded among the Land Records of Anne Arundel County, Maryland.

DEBTOR:

COX CREEK REFINING COMPANY, ,  
a Maryland corporation

By: Tom S. Murphree (SEAL)

Name: TOM S. MURPHREE

Title: PRESIDENT

Date: 12/15/86

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

Timothy D.A. Chriss, Esquire  
Gordon, Feinblatt, Rothman,  
Hoffberger & Hollander  
233 East Redwood Street  
Baltimore, Maryland 21202  
File No.: 5342/39443

Send to credit

TO BE  NOT TO BE } **CROSS INDEXED** IN LAND RECORDS

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

**FINANCING STATEMENT**

1. Debtor(s): Linda Young  
 Name or Names—Print or Type  
56 Bremer Dr. Ferndale, Md 21061  
 Address—Street No., City - County State Zip Code

Charles E Young Jr  
 Name or Names—Print or Type  
Same as above  
 Address—Street No., City - County State Zip Code

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

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). Install 105,000 Gas furnace 29,000 BTU Central air

4. If above described personal property is to be affixed to real property, describe real property. 56 Bremer Dr. - 2 story Ferndale, Md 21061

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

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

RECORD FEE 15.00  
 POSTAGE .50  
 691341000 001 716 114  
 DEC 16 86

DEBTOR(S): Linda A Young (Signature of Debtor)  
Linda A. Young Type or Print

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

Charles E Young Jr. (Signature of Debtor)  
Charles E Young Type or Print

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

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



Mailed to Secured Party

RECEIVED FOR RECORD  
 CIRCUIT COURT, A.A. COUNTY



1986 DEC 16 PM 5:38

H. ERLE SCHAFER  
 CLERK

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 LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
 ON PRINCIPAL  
 AMOUNT OF  
 \$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s):

CLARENCE W. ANDERSON  
 Name or Names—Print or Type  
302 GREENWAY SE. GLEN BURNIE AA MD 21061  
 Address—Street No., City - County State Zip Code

ANNA M. ANDERSON  
 Name or Names—Print or Type  
302 GREENWAY SE GLENBURNIE AA MD 21061  
 Address—Street No., City - County State Zip Code

2. Secured Party:

SEARS, ROEBUCK & CO  
 Name or Names—Print or Type  
6656 RITCHIE HWY GLEN BURNIE AA, MD 21061  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). 25 YEAR PRO-RATED BLIZZARD ROOFING SHINGLES, THIRTEEN REPLACEMENT WHITE VINYL REPLACEMENT WINDOWS AND .032 GAUGE WHITE CONTINUOUS ALUMINUM GUTTERING AND STANDARD DOWNSPOUTS ALL INSTALLED

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

SINGLE FAMILY DWELLING

5. If collateral is crops, describe real estate.

RECORD FEE 15.00  
 POSTAGE .50  
 BALDWIN COMD R01 T16-16  
 DEC 16 1986

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

*Clarence W. Anderson*  
 (Signature of Debtor)  
CLARENCE W. ANDERSON  
 Type or Print

*Anna M. Anderson*  
 (Signature of Debtor)  
ANNA M. ANDERSON  
 Type or Print

SECURED PARTY:

*Sears, Roebuck & Co*  
 (Company, if applicable)  
SEARS, ROEBUCK & CO  
 Type or Print (Include title if Company)

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

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

**MAIL TO:** 6901 Security Blvd., Baltimore, Maryland 21207

Name and Address \_\_\_\_\_

BL CLERK

RECEIVED FOR RECORD  
 CIRCUIT COURT, A.A. COUNTY  
 1986 DEC 16 PM 5:38  
 H. ERLE SCHAFFER  
 CLERK

Mailed to Secured Party

\$15.50  
AA Co  
2

15.82

CROSS INDEX

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IN LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF

\$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s):

Mr. Tim F. Bland  
Name or Names—Print or Type  
924 Winterhaven Dr. Gambrills, Md 21054  
Address—Street No., City - County State Zip Code

Vera S. Bland  
Name or Names—Print or Type  
924 Winterhaven Dr. Gambrills, Md. 21054  
Address—Street No., City - County State Zip Code

2. Secured Party:

Scars Roebuck & Co.  
Name or Names—Print or Type  
6650 Ritchie Hwy. Glen Burnie, Md. 21061  
Address—Street No., City - County State Zip Code

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

FURNACE  
Central Air Conditioning

RECORD FEE 13.00  
POSTAGE .50  
041349 000 R01 T16:17  
DEC 16 86

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

924 Winterhaven Dr.  
Gambrills, Md. 21054

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:

Timothy F. Bland  
(Signature of Debtor)

TIMOTHY F. BLAND  
Type or Print

Deceased 12/28/85  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print

Scars Roebuck & Co.  
(Company, if applicable)

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

\_\_\_\_\_  
Type or Print (Include title if Company)

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

BL  
CLERK

D.E.  
CLERK

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 DEC 16 PM 5:38

H. ERLE SCHAFER  
CLERK

Mailed to Secured Party

\$13.50  
AA Co.  
1

13.00

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 NOT TO BE

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 LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
 ON PRINCIPAL  
 AMOUNT OF \$ \_\_\_\_\_

**FINANCING STATEMENT**

1. Debtor(s):

WILLIAM A. BUTLER  
 Name or Names—Print or Type  
1203 MONTGOMERY DR. GLEN BURNIE AACo MD 21061  
 Address—Street No., City - County State Zip Code

BARBARA A. BUTLER  
 Name or Names—Print or Type  
1203 MONTGOMERY DR GLEN BURNIE AACo MD 21061  
 Address—Street No., City - County State Zip Code

2. Secured Party:

SEARS ROEBUCK & Co.  
 Name or Names—Print or Type  
6650 N. FITCHIE Hy. GLEN BURNIE AACo MD 21061  
 Address—Street No., City - County State Zip Code

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

VINYL REPLACEMENT WINDOWS

15.00  
 .50  
 1986 DEC 16 11:17  
 DEC 16 1986

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

RESIDENTIAL DWELLING

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

William A. Butler  
 (Signature of Debtor)  
WILLIAM A. BUTLER  
 Type or Print

Barbara A. Butler  
 (Signature of Debtor)  
BARBARA A. BUTLER  
 Type or Print

SECURED PARTY:

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

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

MAIL TO: 6901 Security Blvd., Baltimore, Maryland 21207

Name and Address \_\_\_\_\_

15.00

BL CLERK

RECEIVED FOR RECORD  
 CIRCUIT COURT, A.A. COUNTY

D. E. CLERK

1986 DEC 16 PM 5:38

H. ERLE SCHAFER  
 CLERK

Mailed to Secured Party

\$15.50

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

**FINANCING STATEMENT**

1. Debtor(s):

John M. Brown  
Name or Names—Print or Type

859 Woods Rd. Pasadena, Md. 21122  
Address—Street No., City - County State Zip Code

Ada B. Brown  
Name or Names—Print or Type

859 Woods Rd. Pasadena, Md. 21122  
Address—Street No., City - County State Zip Code

2. Secured Party:

Sears Roebuck & Co.  
Name or Names—Print or Type

6650 Ritchie Hwy Glen Burnie, Md. 21061  
Address—Street No., City - County State Zip Code

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

Central Air conditioning  
Insulation of ductwork

RECORD FEE 15.00  
POSTAGE .50  
MAILING COST MULTIPLE SET TO GO

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

859 Woods Rd.  
Pasadena, Md 21122

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

John M. Brown  
(Signature of Debtor)

JOHN M. BROWN  
Type or Print

Ada V. Brown  
(Signature of Debtor)

ADA V. BROWN  
Type or Print

SECURED PARTY:

Sears Roebuck & Co.  
(Company, if applicable)

J. D. Althouse  
(Signature of Secured Party)

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

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

15.00

BL CLERK

D. E. CLERK

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 DEC 16 PM 5:38

H. ERLE SCHAFER  
CLERK

Mailed to Secured Party

\$15.50  
R.A. Co.  
2

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

FINANCING STATEMENT

1. Debtor(s): JOSEPHINE F. BRADY  
 Name or Names—Print or Type  
601 Bartell Ave Linthicum Md. 21090  
 Address—Street No., City - County State Zip Code  
  
MEDFORD E. BRADY JR.  
 Name or Names—Print or Type  
601 Bartell Ave Linthicum Md. 21090  
 Address—Street No., City - County State Zip Code  
  
 2. Secured Party: SEARS  
 Name or Names—Print or Type  
6650 Ritchie Hwy, Elsen Burnie  
 Address—Street No., City - County State Zip Code

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

RECORD FEE	15.00
POSTAGE	.50
1986 DEC 16 11 18 AM	
REC 16 86	

4. If above described personal property is to be affixed to real property, describe real property.  
601 BARTELL AVE. LINTHICUM, MD. 21090

5. If collateral is crops, describe real estate.

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

DEBTOR(S): <u>Josephine F. Brady</u> (Signature of Debtor) <u>JOSEPHINE BRADY</u> Type or Print <u>Medford E. Brady Jr.</u> (Signature of Debtor) <u>MEDFORD E. BRADY, JR.</u> Type or Print	SECURED PARTY: _____ Sears, Roebuck and Company (Company, if applicable) _____ (Signature of Secured Party) D. Althouse—Credit Central Oper. Mgr. Type or Print (Include title if Company)
--	---

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:  
**MAIL TO:** \_\_\_\_\_  
 Name and Address

15.00

RECEIVED FOR RECORD  
 CIRCUIT COURT, BALTIMORE COUNTY  
 1986 DEC 16 PM 5:38  
 H. ERLE SCHAFFER  
 CLERK

Mailed to Secured Party

AA Co. 2 170

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

FINANCING STATEMENT

1. Debtor(s): JOSEPHINE F. BRADY  
Name or Names—Print or Type  
601 Bartell Ave Luthicum Md 21090  
Address—Street No., City - County State Zip Code  
MEDFORD E. BRADY JR.  
Name or Names—Print or Type  
601 Bartell Ave Luthicum Md 21090  
Address—Street No., City - County State Zip Code  
2. Secured Party: SEARS  
Name or Names—Print or Type  
6650 Ritchie Hwy, Glen Burnie  
Address—Street No., City - County State Zip Code

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

custom vertical blinds

RECORD FEE 15.00  
POSTAGE .50  
114132 0440 R01 T16418  
DEC 16 86

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

601 BARTELL AVE. LUTHICUM, MD. 21090

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

SECURED PARTY:

Josephine F. Brady  
(Signature of Debtor)  
JOSEPHINE BRADY  
Type or Print  
Medford E. Brady Jr.  
(Signature of Debtor)  
MEDFORD E. BRADY SR.  
Type or Print

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

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:  
MAIL TO: \_\_\_\_\_  
Name and Address \_\_\_\_\_



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CIRCUIT COURT, A.A. COUNTY

1986 DEC 16 PM 5:38

H. ERLE SCHAFER  
CLERK

Mailed to Secured Party

15.00

AA Co.  
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TO BE } CROSS INDEXED  
 NOT TO BE } IN LAND RECORDS

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

FINANCING STATEMENT

1. Debtor(s):

JOSEPH L. CRONICAN  
 Name or Names—Print or Type  
 1342 BRENDA RD SEVERN AACo MD 21144  
 Address—Street No., City - County State Zip Code

KATHRYN H. CRONICAN  
 Name or Names—Print or Type  
 1342 BRENDA RD SEVERN AACo MD 21144  
 Address—Street No., City - County State Zip Code

2. Secured Party:

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

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

KITCHEN CABINETS  
 COUNTERTOP  
 RANGE  
 DISHWASHER

RECORD FEE 15.00  
 POSTAGE .50  
 BALANCE 114.19  
 DEC 16 86

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

RESIDENTIAL DWELLING  
 1342 BRENDA Rd SEVERN MD 21144

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:

Joseph L. Cronican  
 (Signature of Debtor)  
 JOSEPH L. CRONICAN  
 Type or Print

Kathryn H. Cronican  
 (Signature of Debtor)  
 KATHRYN H. CRONICAN  
 Type or Print

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

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



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CIRCUIT COURT, BALTIMORE COUNTY

1986 DEC 16 PM 5:38

H. ERLE SCHAFER  
CLERK

Mailed to Secured Party

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TO BE } CROSS INDEXED  
 NOT TO BE } IN LAND RECORDS

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

FINANCING STATEMENT

1. Debtor(s):

WILLIAM A. CLARK JR  
 Name or Names—Print or Type  
8338 CATHERINE AVE PASADENA, AA, MD 21122  
 Address—Street No., City - County State Zip Code

BETSY C. CLARK  
 Name or Names—Print or Type  
8338 CATHERINE AVE PASADENA, AA, MD 21122  
 Address—Street No., City - County State Zip Code

2. Secured Party:

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

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

PATIO ENCLOSURE WITH STORM WINDOWS & TWO STORM DOORS, AND ALUMINUM PATIO COVER INSTALLED ON REAR OF HOME

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

8338 CATHERINE AVE PASADENA, MD 21122  
SINGLE FAMILY DWELLING

5. If collateral is crops, describe real estate.

RECORD FEE 15.00  
POSTAGE .50  
441354 0000 001 116420  
DEC 16 86

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

William A Clark Jr  
 (Signature of Debtor)  
WILLIAM A. CLARK JR  
 Type or Print

Betsy C. Clark  
 (Signature of Debtor)  
BETSY C. CLARK  
 Type or Print

SECURED PARTY:

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

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

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



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CIRCUIT COURT, A.A. COUNTY

1986 DEC 16 PM 5:38

H. ERLE SCHAFER  
CLERK

Mailed to Secured Party

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TO BE } CROSS INDEXED  
 NOT TO BE } [REDACTED] IN LAND RECORDS  
 SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_  
 NOT SUBJECT TO }

FINANCING STATEMENT

1. Debtor(s):

RICHARD W. GAULT  
Name or Names—Print or Type  
100 KUETHE RD GLEN BURNIE AA MD 21061  
Address—Street No., City - County State Zip Code

LINDA L. GAULT  
Name or Names—Print or Type  
100 KUETHE RD GLEN BURNIE AA MD 21061  
Address—Street No., City - County State Zip Code

2. Secured Party:

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

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).  
INSTALLED 25 YEAR PRO-RATED ROOFING SHINGLES

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

SINGLE FAMILY DWELLING

5. If collateral is crops, describe real estate.

RECORD FEE 13.00  
POSTAGE .50  
TOTAL DWD 116.21  
DEC 16 86

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

DEBTOR(S):

[Signature]  
(Signature of Debtor)  
RICHARD W. GAULT  
Type or Print

[Signature]  
(Signature of Debtor)  
LINDA L. GAULT  
Type or Print

SECURED PARTY:

SEARS, ROEBUCK & CO  
(Company, if applicable)  
[Signature]  
(Signature of Secured Party) Oper. Mgr.  
J. D. ALCHOUSE  
Type or Print (Include title if Company)

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

BL CLERK

D. E. CLERK

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 DEC 16 PM 5:38

H. ERLE SCHAFFER  
CLERK

Mailed to Secured Party

#15.50  
AA Co.  
2

15.00

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

FINANCING STATEMENT

1. Debtor(s): Richard Henderson  
Name or Names—Print or Type  
12 N. Jerome Parkway Glen Burnie Md 21061  
Address—Street No., City - County State Zip Code  
Nancy M. Henderson  
Name or Names—Print or Type  
12 N. Jerome Parkway Glen Burnie Md 21061  
Address—Street No., City - County State Zip Code  
2. Secured Party: Seam Roebuck & Co  
Name or Names—Print or Type  
6650 Ritchie Hwy Glen Burnie Md 21061  
Address—Street No., City/County State Zip Code

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

4. If above described personal property is to be affixed to real property, describe real property.  
12 N. Jerome Parkway  
Glen Burnie, Md 21061

5. If collateral is crops, describe real estate.  
6. Proceeds of collateral  are  are not covered.  
7. Products of collateral  are  are not covered.

RECORD FEE 15.00  
POSTAGE .50  
041308 COM RM T16422  
DEC 16 86

DEBTOR(S): Richard Henderson (Signature of Debtor)  
RICHARD HENDERSON Type or Print  
Nancy M. Henderson (Signature of Debtor)  
NANCY M HENDERSON Type or Print  
SECURED PARTY: Seam Roebuck Co. (Company, if applicable)  
J. D. Althouse (Signature of Secured Party)  
J. D. Althouse—Credit Central Oper. Mgr. Type or Print (Include title if Company)

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

15.00 5

D. E. CLERK  
RECEIVED FOR RECORD  
CIRCUIT COURT, B.A. COUNTY  
1986 DEC 16 PM 5:38  
H. ERLE SCHAFER  
CLERK

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CLERK

Mailed to Secured Party 15.50  
AA Co.  
2

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

**FINANCING STATEMENT**

MARSHALL E. HYRE  
 Name or Names—Print or Type  
303 Longwood Ave G.B. Md 21061  
 Address—Street No., City - County State Zip Code

1. Debtor(s):

DORLA J. HYRE  
 Name or Names—Print or Type  
Same as above  
 Address—Street No., City - County State Zip Code

2. Secured Party:

Sears Roebuck & Company  
 Name or Names—Print or Type  
6650 N. Ritcher Highway G.B. Md 21061  
 Address—Street No., City - County State Zip Code

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

Install central air & Gas furnace & attic fan

RECORD FE 15.00  
 POSTAGE .50  
 041337 000 001 T16123

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

303 Longwood Ave  
Gen Burnie, Md 21061

DEC 16 86

5. If collateral is crops, describe real estate.

N/A

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

7. Products of collateral  are  are not covered.

DEBTOR(S):

SECURED PARTY:

Marshall E. Hyre  
(Signature of Debtor)

Sears, Roebuck and Company

MARSHALL E. HYRE  
Type or Print

(Company, if applicable)

Dorla J. Hyre  
(Signature of Debtor)

(Signature of Secured Party)

DORLA J. HYRE  
Type or Print

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

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

**MAIL TO:** 6901 Security Blvd., Baltimore, Maryland 21207

Name and Address



RECEIVED FOR RECORD  
CREDIT COURT, A.A. COUNTY

1986 DEC 16 PM 5:38

H. ERLE SCHAFER  
CLERK

Mailed to Secured Party

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AA Co. 2

15.00 50

CROSS INDEXED TO BE [ ] NOT TO BE IN LAND RECORDS SUBJECT TO [ ] NOT SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$

FINANCING STATEMENT

1. Debtor(s): ROBERT L. HOOPER Name or Names—Print or Type #1 BREAKWATER CT. PASADENA AAC MD 21122 Address—Street No., City - County State Zip Code

DEBORAH J. HOOPER Name or Names—Print or Type #1 BREAKWATER CT. PASADENA AAC MD 21122 Address—Street No., City - County State Zip Code

2. Secured Party: SEARS ROEBUCK & Co. Name or Names—Print or Type 6650 N. KITCHIE HY. GLEN BURNE AAC MD 21061 Address—Street No., City - County State Zip Code

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

KITCHEN CABINETS Counter top

RECORD FEE 15.00

POSTAGE .50

001330 0000114324 DEC 16 88

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

RESIDENTIAL DWELLING #1 Breakwater Ct. Pasadena, Md. AAC. 21122

5. If collateral is crops, describe real estate.

6. Proceeds of collateral [ ] are [ ] are not covered.

7. Products of collateral [ ] are [ ] are not covered.

DEBTOR(S): ROBERT L. HOOPER (Signature of Debtor)

ROBERT L. HOOPER (Type or Print)

DEBORAH J. HOOPER (Signature of Debtor)

DEBORAH J. HOOPER (Type or Print)

SECURED PARTY: SEARS ROEBUCK & Co. (Company, if applicable)

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

Type or Print (Include title if Company)

MAIL TO: 6901 Security Blvd., Baltimore, Maryland 21207

BL CLERK

D. E. CLERK

RECEIVED FOR RECORD CIRCUIT COURT, A.A. COUNTY

1986 DEC 16 PM 5:38

H. ERLE SCHAFFER CLERK

Mailed to Secured Party

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#19.50 AA Co. 2

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

FINANCING STATEMENT

1. Debtor(s): ALAN L. IMMEL  
Name or Names—Print or Type  
513 WILLIAMSBURG LANE ODENTON, AA MD 21113  
Address—Street No., City - County State Zip Code

BEATRICE S. IMMEL  
Name or Names—Print or Type  
513 WILLIAMSBURG LANE ODENTON, AA MD 21113  
Address—Street No., City - County State Zip Code

2. Secured Party: SEARS, ROEBUCK & CO  
Name or Names—Print or Type  
650 RITCHIE HWY GLENBUANE AA, MD 21061  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). INSTALLED 105,000 BTU GAS FURNACE AND 31,100 BTU CENTRAL AIR CONDITIONING REPAIR FE 15.00 TRAFFIC .50 INITIAL COM NO 116124

4. If above described personal property is to be affixed to real property, describe real property. 513 WILLIAMSBURG LANE ODENTON, MD 21113 SEC 16 86

SINGLE FAMILY DWELLING

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

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

ALAN L. IMMEL  
Type or Print

[Signature]  
(Signature of Debtor)

BEATRICE S. IMMEL  
Type or Print

SECURED PARTY: SEARS, ROEBUCK & CO  
(Company, if applicable)

[Signature]  
(Signature of Secured Party)

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

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

Name and Address \_\_\_\_\_

[Handwritten mark]

D. E. CLERK

BL CLERK

RECEIVED FOR RECORD  
COURT CLERK, AA COUNTY

1986 DEC 16 PM 5:38

H. ERLE SCHAFER  
CLERK

Mailed to Secured Party #15.50  
AA Co. 2

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TO BE } **CROSS INDEXED** } RECORDING TAX  
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                          } LAND RECORDS } AMOUNT OF  
                          }  SUBJECT TO } \$ \_\_\_\_\_  
                          }  NOT SUBJECT TO }

FINANCING STATEMENT

1. Debtor(s):

DONALD L. JORDAN  
Name or Names—Print or Type

7652 THIRD AVE GLEN BURNIE, MD. 21061.  
Address—Street No., City - County State Zip Code

KATHERYN W. JORDAN  
Name or Names—Print or Type

7652 THIRD AVE GLEN BURNIE, MD. 21061.  
Address—Street No., City - County State Zip Code

2. Secured Party:

SEARS ROEBUCK & COMPANY  
Name or Names—Print or Type

6650 N. ROCKE HWY. GLEN BURNIE, MD. 21061.  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). Installed Kitchen Cabinets, Custom Countertop and related appliances as per Est. of Proposal.

4. If above described personal property is to be affixed to real property, describe real property. Residential Dwelling at: - 7652 THIRD AVE. GLEN BURNIE, MD. 21061.

5. If collateral is crops, describe real estate.

RECORD FEE 15.00  
POSTAGE .50  
#41332 0040 R01 T16425  
DEC 16 86

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

*Donald L. Jordan*  
(Signature of Debtor)

DONALD L. JORDAN  
Type or Print

SECURED PARTY:

Sears, Roebuck and Company  
(Company, if applicable)

*J. D. Althouse*  
(Signature of Secured Party)

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

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

D.E. CLERK  
RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY  
1986 DEC 16 PM 5:38  
H. ERLE SCHAFFER  
CLERK

Mailed to Secured Party  
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TO BE  
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 LAND RECORDS

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RECORDING TAX  
 ON PRINCIPAL  
 AMOUNT OF  
 \$ \_\_\_\_\_

**FINANCING STATEMENT**

LEROY V JONES

Name or Names—Print or Type

8244 SILVER RING CT PASADENA AAC MD 21122

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

1. Debtor(s):

GLORIA N. JONES

Name or Names—Print or Type

8244 SILVER RING CT PASADENA AAC MD 21122

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

2. Secured Party:

SEARS ROEBUCK & Co

Name or Names—Print or Type

6650 N. KITCHIE AVE GLEN BURNIE AAC MD 21061

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

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

WOOD FENCE

RECORD FEE 15.00  
 POSTAGE .50  
 441565 0010 001 116426

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

RESIDENTIAL DWELLING

DEC 16 86

5. If collateral is crops, describe real estate.

8244 Silver Ring Ct 21122

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

SECURED PARTY:

Leroy V Jones

(Signature of Debtor)

LEROY V. JONES

Type or Print

SEARS ROEBUCK & Co

(Company, if applicable)

Gloria N Jones

(Signature of Debtor)

GLORIA N. JONES

Type or Print

J. D. Althouse-Credit Central Oper. Mgr.

Type or Print (Include title if Company)

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

**MAIL TO:** 6901 Security Blvd., Baltimore, Maryland 21207

Name and Address

BL  
CLERK

D. E.  
CLERK

RECEIVED FOR RECORD  
COURT HOUSE, A.A. COUNTY

1986 DEC 16 PM 5:30

H. ERLE SCHAFER  
CLERK

Mailed to Secured Party

AA CO. 2

15.05

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

FINANCING STATEMENT

1. Debtor(s): RAYMOND G. KINLEIN 231 9TH ST PASADENA AA MD 21122 GRACE M. KINLEIN 231 9TH ST PASADENA AA MD 21122 2. Secured Party: SEARS ROEBUCK & CO 6650 RITCHIE HWY GLEN BURNIE, AA MD 21061

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). 8 SEARS BEST WHITE VINYL REPLACEMENT WINDOWS - 7 DOUBLE HUNG AND ONE 3 PANEL SCINDER AND WHITE ALUMINUM TRIM TO COVER RAKE AND FASCIA BOARDS AND WHITE VINYL PANELS TO COVER SOFFIT

4. If above described personal property is to be affixed to real property, describe real property. 231 9TH ST PASADENA, MD 21122 SINGLE FAMILY DWELLING

5. If collateral is crops, describe real estate.

RECORD FEE 15.00 POSTAGE .50 047369 COM NO 116427 REC 16 86

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

DEBTOR(S): RAYMOND G. KINLEIN GRACE M. KINLEIN SECURED PARTY: SEARS ROEBUCK & CO J. D. Althouse-Credit Central Oper. Mgr.

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

RECEIVED FOR RECORD CLERK H. ERLE SCHAFFER

1986 DEC 16 PM 5:39 H. ERLE SCHAFFER CLERK

Mailed to Secured Party \$15.50

15.00 5

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

FINANCING STATEMENT

1. Debtor(s): THOMAS E. KLEIN
1000 BEECHWOOD AVE PASADENA AA MD 21122
BETTY FREEDENBURG
1000 BEECHWOOD AVE PASADENA AA MD 21122
2. Secured Party: SEARS ROEBUCK & CO
6650 RITCHIE HWY GLEN BURNIE AA MD 21061

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
INSTALL 25 YEAR PROTECTED ROOF SHINGLES, 1.032 GAUGE ALUMINUM GUTTERING, STANDARD DOWNSPOUTS AND ALUMINUM TRIM ON FASCIA AND RAKE BOARDS, VINYL ON SOFFIT

4. If above described personal property is to be affixed to real property, describe real property.
1000 BEECHWOOD AVE PASADENA, MD 21122
SINGLE FAMILY DWELLING

5. If collateral is crops, describe real estate.
RECORDING FEE 15.00
POSTAGE .30
BALANCE CASH PAID 116127
DEC 16 86

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

DEBTOR(S): THOMAS E. Klein (Signature of Debtor)
THOMAS E. KLEIN (Type or Print)
BETTY FREEDENBURG (Signature of Debtor)
BETTY FREEDENBURG (Type or Print)
SECURED PARTY: SEARS, ROEBUCK & CO (Company, if applicable)
J. D. Althouse-Credit Central Oper. Mgr. (Signature of Secured Party)
Type or Print (Include title if Company)

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

BL CLERK

D.E. CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY Mailed to Secured Party
1986 DEC 16 PM 5:39
H. ERLE SCHAFFER
CLERK

11 15.50
AA Co.

1.5.00 50

# Financing Statement

BOOK 506 PAGE 183

To: <input type="checkbox"/> State Corporation Commission <input type="checkbox"/> Clerk of the _____ Court, _____ <input checked="" type="checkbox"/> File in Land Records - <b>FILE</b> to Public Records Please file this Financing Statement pursuant to the Uniform Commercial Code. Kindly send up a receipt as evidence of filing indicating the File Number thereon. Filing fee attached. <p style="text-align: center;"><b>SEARS, ROEBUCK AND CO.</b></p>	File No. <b>265173</b>  Subject to Recordation Tax: Yes _____ No <u>X</u>
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Name of Debtor <b>Beverly A Lee</b>	Complete Address of Debtor <b>844 COTONWOOD DR, SEVERNA PARK, MD, 21146</b>
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Secured Party <b>SEARS, ROEBUCK AND CO.</b>	Unit address <b>30 HARLOWE PARK, ANNAPOLIS, MD, 21401</b>
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This Financing Statement covers the following property:  
 Full description of merchandise and services:  
**CENTRAL AIR CONDITIONING**  
**ELECTRONIC AIR FILTER**  
**HUMIDIFIER**  
**INSTALLATION**

RECEIVED FOR RECORD  
 DEPT. OF CLERK & DIST. CLERK  
 BALTIMORE COUNTY  
 1986 DEC 16 PM 5:39  
 H. ERLE SCHAFER  
 CLERK

Total Cash price \$ <u>3443.96</u>	RECORD FEE 15.00
Finance Charges if any \$ _____	POSTAGE .50
Total Secured Amount \$ <u>3443.96</u>	BALANCE DOWD 001 T16429 DEC 16 86

Proceeds and products of the above collateral and any returned or repossessed goods are also covered.

(If collateral is goods which are or are to become fixtures)  
 The above described goods are affixed or to be affixed to (describe real estate and give names of owners of record):  
 Name: **Beverly A Lee** Name \_\_\_\_\_  
 BIK.# \_\_\_\_\_ LOT# 110 Address **844 COTONWOOD DR, SEVERNA PARK, MD, 21146**  
 (If collateral is crops) **PL. 6**  
 The above listed crops are growing or are to be grown on (describe real estate and give names of owners of record):

**MAIL TO:** 6901 Security Blvd., Baltimore, Maryland 21297

Signature of Debtor 1. Signature <u>Beverly A Lee</u> print above name <u>BEVERLY A LEE</u> 2. Signature _____ print above name <u>1303</u>	Signature of Secured Party <b>SEARS, ROEBUCK AND CO.</b> <b>Mailed to Secured Party</b> By <u>J. D. Althouse</u> - Credit Central Oper. Mgr. Title <u>Credit Sales Manager</u> #13.50 AA CO. 1
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Top Copy - Office Second Copy - Office Third Copy - Customer (Original Signature on #1 and #2 Copy)

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

**FINANCING STATEMENT**

1. Debtor(s): CHARLES MORGAN  
 Name or Names—Print or Type  
4304 Belle Grove Rd Baltimore MD 21225  
 Address—Street No., City - County State Zip Code  
  
 2. Secured Party: Sears Roebuck & Co  
 Name or Names—Print or Type  
6901 SECURITY Blvd. BALTO MD 21207  
 Address—Street No., City - County State Zip Code

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

UW Cant

Sears installed Wall to Wall Carpet

RECORD FEE 15.00  
 POSTAGE .50  
 BALTIMORE MD 116429  
 DEC 16 86

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

Jewelry BALTIMORE MD  
4304 Belle Grove Rd 21225

5. If collateral is crops, describe real estate.

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

DEBTOR(S): Charles Morgan (Signature of Debtor)  
CHARLES MORGAN JR. (Type or Print)  
Corrine G. Morgan (Signature of Debtor)  
CORRINE G. MORGAN (Type or Print)

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

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

[Handwritten mark] [Circular stamp: BY CLERK] [Circular stamp: BL CLERK] [Stamp: Mailed to Secured Party]

RECEIVED FOR RECORD  
 COURT CLERK, BALTIMORE COUNTY  
 1986 DEC 16 PM 5:39  
 H. ERLE SCHAFER  
 CLERK

\$ 15.50  
 AA Co.  
 2

1500

265175

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

**FINANCING STATEMENT**

Charles W Meeks Jr.  
Name or Names—Print or Type  
905 Langley Rd G.B. Md 21061  
Address—Street No., City - County State Zip Code

1. Debtor(s):  
Judith M. Meeks  
Name or Names—Print or Type  
SAME AS ABOVE  
Address—Street No., City - County State Zip Code

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

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).  
Install New GAS Boiler & accessories

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

905 Langley Rd - Cape cod  
G.B. Md 21061

5. If collateral is crops, describe real estate.

N/A

RECORD FEE 15.00  
POSTAGE .50  
BALANCE DWD ROL TIA 29  
DEC 16 86

6. Proceeds of collateral  are  are not covered.

N/A

7. Products of collateral  are  are not covered.

DEBTOR(S):

SECURED PARTY:

Charles W. Meeks Jr.  
(Signature of Debtor)  
Charles W. Meeks Jr.  
Type or Print

Judith M. Meeks  
(Signature of Debtor)  
Judith M. Meeks  
Type or Print

Sears, Roebuck and Company  
(Company, if applicable)

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

MAIL TO: 6901 Security Blvd., Baltimore, Maryland 21207

Name and Address

BL CLERK

Mailed to Secured Party

D.E. CLERK

RECEIVED FOR RECORD  
HOUT COURT, A.A. COUNTY

1986 DEC 16 PM 5:39

H. ERLE SCHAFER  
CLERK

15.00

AA Co.  
2152

265227

CROSS INDEXED

TO BE

NOT TO BE

IN LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF

\$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s):

Jerry C. Prinn  
Name or Names—Print or Type  
418 Joyce Dr. S.W. Glen Burnie, Md. 21061  
Address—Street No., City - County State Zip Code

Laura L. Prinn  
Name or Names—Print or Type  
418 Joyce Dr S.W. Glen Burnie, Md. 21061  
Address—Street No., City - County State Zip Code

2. Secured Party:

Seaco Rabuck & Co.  
Name or Names—Print or Type  
6650 Ritchie Hwy Glen Burnie, Md. 21061  
Address—Street No., City - County State Zip Code

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

Gas furnace  
Central Air Conditioning

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

418 Joyce Dr. S.W.  
Glen Burnie, Md. 21061

5. If collateral is crops, describe real estate.

RECORD FEE 15.00  
POSTAGE .50  
441369 DM 201 716430  
DEC 16 86

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

SECURED PARTY:

Jerry Prinn  
(Signature of Debtor)

JERRY PRINN  
Type or Print

Laura L. Prinn  
(Signature of Debtor)

LAURA L. PRINN  
Type or Print

Seaco Rabuck & Co.  
(Company, if applicable)

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

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

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

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



Mailed to Secured Party

RECEIVED FOR RECORD  
COURT CLERK, A.A. COUNTY

1986 DEC 16 PM 5:39

H. ERLE SCHAFER  
CLERK

15.00

15.50  
A.A. Co.  
2

265228

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

**FINANCING STATEMENT**

1. Debtor(s): Irvin A Pascoe  
 Name or Names—Print or Type  
496 Bottesford Severn MD  
 Address—Street No., City - County State Zip Code

JOANNE / BSLUC  
 Name or Names—Print or Type  
496 BOTTESFORD CT. SEVERNA PK MD 21146  
 Address—Street No., City - County State Zip Code

2. Secured Party: Sears Roebuck & Co.  
 Name or Names—Print or Type  
6657 Ritchie Hwy G.R. Md  
 Address—Street No., City - County State Zip Code

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

4. If above described personal property is to be affixed to real property, describe real property.  
dwellng. 496 Bottesford Ct Severna PK 21146

5. If collateral is crops, describe real estate.  
 RECORDS FEE 15.00  
 POSTAGE .50  
 BALTIMORE MD 716430  
 DEC 16 1986

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

DEBTOR(S): Irvin A Pascoe (Signature of Debtor)  
Irvin A Pascoe (Type or Print)  
Joanne M Pascoe (Signature of Debtor)  
Joanne M. Pascoe (Type or Print)

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

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

15.00  
 BL CLERK  
 D.E. CLERK  
 RECEIVED FOR RECORD  
 CREDIT COURT, BALTIMORE COUNTY  
 1986 DEC 16 PM 5:39  
 H. ERLE SCHAFER  
 CLERK  
 Mailed to Secured Party  
 \$15.50  
 AH Co.  
 2

TO BE **CROSS INDEXED**  SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_

NOT TO BE **IN LAND RECORDS**  NOT SUBJECT TO

**FINANCING STATEMENT**

1. Debtor(s):

WALTER REINHARDT  
Name or Names—Print or Type

1215 FURNACE RD LINTHICUM MD 21090  
Address—Street No., City - County State Zip Code

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

2. Secured Party:

SEARS ROEBUCK  
Name or Names—Print or Type

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

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

ROOFING IN ACCORDANCE WITH SEARS PROPOSAL

RECORD FEE 13.00  
 TAX FEE .50  
 BALANCE DUE 117.09  
 DEC 16 1986

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

RESIDENTIAL DWELLING  
1215 FURNACE Rd. LINTHICUM MD 21090

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

SECURED PARTY:

X Walter K. Reinhardt  
(Signature of Debtor)

Sears, Roebuck and Company

WALTER K. REINHARDT  
Type or Print

(Company, if applicable)

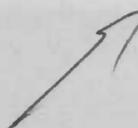
(Signature of Debtor)

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

Type or Print

Type or Print (Include title if Company)

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



RECEIVED FOR RECORD  
CIRCUIT COURT, T.A.A. COUNTY

1986 DEC 16 PM 5:39

H. ERLE SCHAFFER  
CLERK

Mailed to Secured Party

13.00

\$13.50  
AA Co.  
1



265231

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

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

FINANCING STATEMENT

1. Debtor(s):

HELEN (WMI) SHERMAN  
 Name or Names—Print or Type

510 ELIZABETH RD GLEN BURNIE AA 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:

SEARS ROEBUCK & CO  
 Name or Names—Print or Type

6650 RITCHIE HWY GLEN BURNIE AA MD 21061  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). INSTALLED REPLACEMENT WINDOWS INCLUDING SEVEN DOUBLE HUNG, TWO 3-PANEL SLIDERS, ONE 4-PANEL FLAT CASEMENT WINDOW, ONE GLASS BLOCK WINDOW AND TWO REPLACEMENT FRONT DOORS

4. If above described personal property is to be affixed to real property, describe real property.  
SINGLE FAMILY DWELLING 510 ELIZABETH RD GLEN BURNIE, MD 21061

5. If collateral is crops, describe real estate.

RECORD FEE 13.00  
 FEE .50  
 BALANCE DUE \$117.10  
 DEC 16 86

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

[Signature]  
 (Signature of Debtor)

HELEN (WMI) SHERMAN  
 Type or Print

(Signature of Debtor) \_\_\_\_\_  
 Type or Print \_\_\_\_\_

SECURED PARTY:

SEARS, ROEBUCK & CO  
 (Company, if applicable)

[Signature]  
 (Signature of Secured Party) Oper. Mgr.

J. D. [Signature]  
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:  
**MAIL TO:** 6961 Security Blvd., Baltimore, Maryland 21207  
 Name and Address \_\_\_\_\_

13.00



RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 DEC 16 PM 5:39

H. ERLE SCHAFFER  
CLERK

Mailed to Secured Party

113.50  
AA Co.

265232

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

**FINANCING STATEMENT**

CURTIS W. SHUMP

Name or Names—Print or Type  
104 HERBERT CT GLEN BURNIE AA MD 21061  
 Address—Street No., City - County State Zip Code

1. Debtor(s):

DONALD W. SHUMP

Name or Names—Print or Type  
104 HERBERT CT GLEN BURNIE AA MD 21061  
 Address—Street No., City - County State Zip Code

2. Secured Party:

SEARS ROEBUCK & CO

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

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). #76232 GAS FURNACE, # 81973 CENTRAL AIR CONDITIONING AND # 33537 30 GALLON GAS WATER HEATER ALL INSTALLED

4. If above described personal property is to be affixed to real property, describe real property.  
104 HERBERT CT GLEN BURNIE, MD 21061  
SINGLE FAMILY DWELLING

5. If collateral is crops, describe real estate.

RECORDED FE 15.00  
 POSTAGE .50  
 \$13.74 COM MI 117.10  
 DEC 16 1986

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

SECURED PARTY:

Curtis W. Shump  
 (Signature of Debtor)

CURTIS W. SHUMP  
 Type or Print

SEARS, ROEBUCK & CO  
 (Company, if applicable)

X Donald W. Shump  
 (Signature of Debtor)

DONALD W. SHUMP  
 Type or Print

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

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



RECEIVED FOR RECORD  
CREDIT COURT, A.A. COUNTY

1986 DEC 16 PM 5:39

H. ERLE SCHAFER  
CLERK

Mailed to Secured Party



\$15.50  
AA Co.  
2

15.00



265234

BOOK 506 PAGE 193

TO BE } CROSS INDEXED  
 NOT TO BE } IN LAND RECORDS

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

FINANCING STATEMENT

1. Debtor(s):

JOHN SHADERS  
Name or Names—Print or Type

745 Mimosa Ct, Millersville Md. 21108  
Address—Street No., City - County, State Zip Code

Mary J. SHADERS  
Name or Names—Print or Type

745 MIMOSA CT. MILLERSVILLE  
Address—Street No., City - County, State Zip Code

2. Secured Party:

SEARS  
Name or Names—Print or Type

6650 Ritchie Hwy, Essex Burien 21061  
Address—Street No., City - County, State Zip Code

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

custom draperies and blinds

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

745 MIMOSA CT. MILLERSVILLE, MD. 21108

5. If collateral is crops, describe real estate.

RECORD FEE 15.00  
POSTAGE .50  
1986 DEC 16 11 17 AM  
DEC 16 86

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

SECURED PARTY:

John Shaders  
(Signature of Debtor)

JOHN SHADERS  
Type or Print

Mary J. Shaders  
(Signature of Debtor)

MARY J. SHADERS  
Type or Print

Sears, Roebuck and Company  
(Company, if applicable)

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

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

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

BL CLERK

D.E. CLERK

RECEIVED FOR RECORD COURT CLERK, A.A. COUNTY

1986 DEC 16 PM 5:38

H. ERLE SCHAFFER CLERK

Mailed to Secured Party

15.00

#15.50

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

**FINANCING STATEMENT**

1. Debtor(s): *Lawrence J. Stevens*  
 Name or Names—Print or Type  
*7647 TURNBROOK DR. GLEN BURNIE MD 21061*  
 Address—Street No., City - County State Zip Code

*Ruth E. Stevens*  
 Name or Names—Print or Type  
*7647 TURNBROOK DR. GLEN BURNIE MD 21061*  
 Address—Street No., City - County State Zip Code

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

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

4. If above described personal property is to be affixed to real property, describe real property.  
*7647 TURNBROOK DR*  
*Glen Burnie, MD 21061*

5. If collateral is crops, describe real estate.

RECORD FEE 15.00  
 POSTAGE .50  
 BALTIMORE MD 21207  
 DEC 16 1986

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

DEBTOR(S): *Lawrence J. Stevens* (Signature of Debtor)  
*Lawrence J. Stevens* (Type or Print)  
*Ruth E. Stevens* (Signature of Debtor)  
*Ruth E. Stevens* (Type or Print)

SECURED PARTY: *Sears Roebuck & Co* (Company, if applicable)  
*J. D. Althouse-Credit Central Oper. Mgr.* (Signature of Secured Party)  
*J. D. Althouse-Credit Central Oper. Mgr.* (Type or Print (Include title if Company))

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

15.00

BL CLERK  
 RECEIVED FOR RECORD  
 BALTIMORE COUNTY, MARYLAND  
 1986 DEC 16 PM 5:39  
 H. ERLE SCHAFER  
 CLERK  
 Mailed to Secured Party  
 AA Co  
 2  
 15.50

# Financing Statement

<p>To:</p> <input type="checkbox"/> State Corporation Commission <input type="checkbox"/> Clerk of the _____ Court, _____ <input checked="" type="checkbox"/> in Land Records _____ to Public Records Please file this Financing Statement pursuant to the Uniform Commercial Code. Kindly send up a receipt as evidence of filing indicating the File Number thereon. Filing fee attached. <b>SEARS, ROEBUCK AND CO.</b>	<p>File No. <b>265236</b></p> <p>Subject to Recordation Tax:          Yes _____ No <u>X</u></p>
<p>Name of Debtor _____ Complete Address of Debtor _____</p>	
<p>Secured Party <b>SEARS, ROEBUCK AND CO.</b>          Unit address <b>6901 Security Blvd, Balt, MD 21207</b></p>	
<p>This Financing Statement covers the following property:          Full description of merchandise and services:    <i>Exterior &amp; Interiors as per attached order -</i> </p>	
<p>RECORDED FEE 15.00          FILING FEE .50          BALANCE DOWNSIDE 117.12          DEC 16 1966</p>	
<p>Total Cash price \$ <u>5875.00</u>          Finance Charges \$ _____          If any          Total Secured Amount \$ <u>5875.00</u></p>	
<p>Proceeds and products of the above collateral and any returned or repossessed goods are also covered.</p>	
<p>(If collateral is goods which are or are to become fixtures)  <input checked="" type="checkbox"/> The above described goods are affixed or to be affixed to (describe real estate and give names of owners of record):          ✓ Name <u>ISIAH SAMPLE</u> Name <u>MINNIE L. SAMPLE</u>          BIK.# _____ LOT# _____ Address <u>7893 Bastille Place</u>  <u>Seven, MD 21144</u></p>	
<p>(If collateral is crops)  <input type="checkbox"/> The above listed crops are growing or are to be grown on (describe real estate and give names of owners of record):</p>	
<p><b>MAIL TO:</b> 6901 Security Blvd., Baltimore, Maryland 212</p>	
<p>Signature of Debtor <u>ISIAH SAMPLE</u>          1. Signature <u>Isiah Sample</u>          print above name <u>MINNIE L. SAMPLE</u>          2. Signature _____          print above name <u>15.00</u></p>	<p>Signature of Secured Party <u>Mailed to Secured Party</u>  <b>SEARS, ROEBUCK AND CO.</b>          By <u>J. D. Althouse - Credit Central Oper. Mgr.</u>          Title <u>Credit Sales Manager</u></p>
<p>Top Copy - Office Second Copy - Office Third Copy - Customer (Original Signatures on #1 and #2 Copy)</p>	

RECEIVED FOR RECORD  
 COUNTY CLERK  
 1966 DEC 16 PM 5:39  
 H. ERLE SCHAFER  
 CLERK

AACO  
 2

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

FINANCING STATEMENT

JAMES F. THOMPSON JR

Name or Names—Print or Type  
8191 BRANDON DR MILLERSVILLE, AA, MD 21108  
Address—Street No., City - County State Zip Code

1. Debtor(s):

MITZY C. THOMPSON

Name or Names—Print or Type  
8191 BRANDON DR MILLERSVILLE, AA, MD 21108  
Address—Street No., City - County State Zip Code

2. Secured Party:

SEARS, ROEBUCK & CO

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

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

INSTALLED 80,000 BTU GAS FURNACE AND 31,100 BTU HI-EFFICIENCY CENTRAL AIR CONDITIONING SYSTEM

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

8191 BRANDON DR MILLERSVILLE, MD 21108 SINGLE FAMILY DWELLING

5. If collateral is crops, describe real estate.

RECORDS FEE 15.00  
FEE .50  
DATE 12/17/86 TIME 11:13  
DEC 16 86

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

SECURED PARTY:

James F. Thompson Jr.  
(Signature of Debtor)

JAMES F. THOMPSON JR  
Type or Print

SEARS, ROEBUCK & CO  
(Company, if applicable)

Mitzy C. Thompson  
(Signature of Debtor)

MITZY C. THOMPSON  
Type or Print

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

Type or Print (Include title if Company)

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

BL CLERK  
D.E. CLERK

RECEIVED FOR RECORD... filed to Secured Party

1986 DEC 16 PM 5:39

H. ERLE SCHAFER  
CLERK

#15.50  
AA Co.  
2

15.00

265238

TO BE } CROSS INDEXED  
 NOT TO BE } IN LAND RECORDS

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

FINANCING STATEMENT

1. Debtor(s):

Lewis M. Thomas  
Name or Names—Print or Type

508 Sylvan Dr. Poo. Md 21122  
Address—Street No., City - County State Zip Code

MARY J. THOMAS  
Name or Names—Print or Type

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

2. Secured Party:

Sears Roebuck + Company  
Name or Names—Print or Type

6650 N. Ritchie Highway 6B. md  
Address—Street No., City - County State Zip Code

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

Install Central Air 35,000 Sears Best  
105,000 DUKE OIL FURNACE

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

Ranch / Barn  
508 Sylvan Dr  
Poo. md 21122

5. If collateral is crops, describe real estate.

N/A

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

7. Products of collateral  are  are not covered.

RECORDED 15.00  
 POSTAGE .50  
 \$15.50 DMD 001 717:14  
 DEC 16 86

DEBTOR(S):

Lewis M. Thomas  
(Signature of Debtor)

Lewis M. Thomas  
Type or Print

SECURED PARTY:

Sears, Roebuck and Company  
(Company, if applicable)

Mary J. Thomas  
(Signature of Debtor)

MARY J. THOMAS  
Type or Print

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

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

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

Name and Address \_\_\_\_\_

BL  
 CLERK  
 D. E.  
 CLERK

Mailed to Secured Party

RECEIVED FOR RECORD  
 BALTIMORE COUNTY  
 1986 DEC 16 PM 5:39  
 H. ERLE SCHAFER  
 CLERK

\$ 15.50  
 AA Co.  
 2

15.00

265239

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

FINANCING STATEMENT

**1. Debtor(s):**  
RONALD J. VANSKIVER  
 Name or Names—Print or Type  
121 BALTIMORE AVE GLEN BURNIE AAC MD 21061  
 Address—Street No., City - County State Zip Code  
HELEN M. VANSKIVER  
 Name or Names—Print or Type  
121 BALTIMORE AVE GLEN BURNIE AAC MD 21061  
 Address—Street No., City - County State Zip Code  
**2. Secured Party:**  
SEARS ROEBUCK & Co.  
 Name or Names—Print or Type  
6650 N. RITCHIE HY. GLEN BURNIE AAC MD 21061  
 Address—Street No., City - County State Zip Code

**3. This Financing Statement covers the following types of property:** (Describe) (Attach separate list if necessary).  
 KITCHEN CABINETS  
 COFFEE TEP  
 RANGE, DISHWASHER, DISPOSER

**4. If above described personal property is to be affixed to real property, describe real property.**  
 RESIDENTIAL DWELLING  
 121 BALTIMORE AVE. GLEN BURNIE, MD.  
 21061

**5. If collateral is crops, describe real estate.**

RECORD FEE 15.00  
 POSTAGE .50  
 1986 DEC 16 11 17 AM  
 REC 16 86

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

**DEBTOR(S):** Ronald J. Vanskiver (Signature of Debtor)  
RONALD J. VANSKIVER (Type or Print)  
Helen M. Vanskiver (Signature of Debtor)  
HELEN M. VANSKIVER (Type or Print)

**SECURED PARTY:** SEARS ROEBUCK & Co. (Company, if applicable)  
J. D. Althouse-Credit Central Oper. Mgr. (Signature of Secured Party)  
J. D. Althouse-Credit Central Oper. Mgr. (Type or Print (Include title if Company))

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

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RECEIVED FOR RECORD DEPT. COURT. A.A. COUNTY Mailed to Secured Party

1986 DEC 16 PM 5:39

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IN LAND RECORDS

RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s):

Roger Wilson  
 Name or Names—Print or Type  
805 224th St. Pasadena, Md. 21122  
 Address—Street No., City - County State Zip Code

Anna L. Wilson  
 Name or Names—Print or Type  
805 224th St. Pasadena, Md. 21122  
 Address—Street No., City - County State Zip Code

2. Secured Party:

Seam Raebuck & Co.  
 Name or Names—Print or Type  
6650 Ritchie Hwy Glen Burnie, Md. 21061  
 Address—Street No., City - County State Zip Code

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

Gas furnace  
CAC  
Insulation (Attic)

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

805 224th St. is affixed to  
Pasadena, Md 21122 275 224th St 21122

5. If collateral is crops, describe real estate.

RECORD FEE 15.00  
 POSTAGE .50  
 1986 DEC 16 11 17 AM '86  
 DEC 16 86

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

Roger Wilson  
 (Signature of Debtor)  
ROGER Wilson  
 Type or Print

Anna L. Wilson  
 (Signature of Debtor)  
ANNA L. Wilson  
 Type or Print

SECURED PARTY:

Seam Raebuck & Co.  
 (Company, if applicable)  
J. D. Althouse-Credit Central Oper. Mgr.  
 Type or Print (Include title if Company)

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

BL CLERK

D. E. CLERK

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 DEC 16 PM 5:39

H. ERLE SCHAFER  
CLERK

Mailed to Secured Party

15.50  
A.A. Co.  
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15.00

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TO BE } CROSS INDEXED  
 NOT TO BE } IN LAND RECORDS

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

FINANCING STATEMENT

1. Debtor(s):

JAMES A. WELSH  
 Name or Names—Print or Type  
 453 MANOR RD ARNOLD, MD. 21012  
 Address—Street No., City - County State Zip Code

SHARON M. WELSH  
 Name or Names—Print or Type  
 453 MANOR RD ARNOLD, MD. 21012  
 Address—Street No., City - County State Zip Code

2. Secured Party:

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

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).  
*Installed Kitchen Cabinets, custom countertops and related appliances as per Est. of Proposal.*

4. If above described personal property is to be affixed to real property, describe real property.  
*Residential Dwelling at: - 453 MANOR RD. ARNOLD, MD. 21012*

5. If collateral is crops, describe real estate.

RECORD FEE 15.00  
 POSTAGE .50  
 841383 0040 R01 T17:19  
 DEC 16 1986

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

DEBTOR(S):

*[Signature]*  
 (Signature of Debtor)  
 JAMES A. WELSH  
 Type or Print

*[Signature]*  
 (Signature of Debtor)  
 SHARON M. WELSH  
 Type or Print

SECURED PARTY:

SEARS, ROEBUCK and Company  
 (Company, if applicable)

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

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

15.00



Mailed to Secured Party



RECEIVED FOR RECORD  
 CLERK COURT, BALTIMORE COUNTY  
 1986 DEC 16 PM 5:40  
 H. ERLE SCHAFER  
 CLERK

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AA Co.  
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TO BE } CROSS INDEXED  
 IN  
 LAND RECORDS       SUBJECT TO } RECORDING TAX  
 ON PRINCIPAL  
 NOT TO BE }       NOT SUBJECT TO } AMOUNT OF  
 \$ \_\_\_\_\_

FINANCING STATEMENT

TYRONE T. YAU

Name or Names—Print or Type

5809 LARSEN ST GLEN BURNIE AA Co MD 21061

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

1. Debtor(s):

SHEILA YAU

Name or Names—Print or Type

5809 LARSEN ST GLEN BURNIE AA Co MD 21061

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

2. Secured Party:

SEARS ROEBUCK & Co

Name or Names—Print or Type

6650 N. RITCHIE HY. GLEN BURNIE AA Co MD 21061

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

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

REPLACEMENT WINDOWS

RECORD FEE 15.00  
 POSTAGE .50  
 MILEAGE (300 MI) 17.20  
 DEC 16 86

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

RESIDENTIAL DWELLING

5809 LARSEN ST. GLEN BURNIE, MD 21061

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

SECURED PARTY:

Tyrone T. Yau (Signature of Debtor)

TYRONE T. YAU (Type or Print)

Sheila Yau (Signature of Debtor)

SHEILA YAU (Type or Print)

SEARS ROEBUCK & Co. (Company, if applicable)

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

Type or Print (Include title if Company)

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

D. E. CLERK

BL CLERK

RECEIVED FOR RECORD CIRCUIT COURT, A.A. COUNTY

1986 DEC 16 PM 5:40

H. ERLE SCHAFER CLERK

Mailed to Secured Party

AA Co 2

15.00



## EXHIBIT A

PROPERTY DESCRIPTION

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:

Beginning for the same at the intersection of the western side of the northbound lane of Robert Crain Highway, Maryland Route No. 3, as shown on Pl. S.R.C. RW Plat No. 15809, and the first or North 84 degree 10 minute West, 862 foot - line of that tract of land which, by deed dated June 21, 1945, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. No. 331 at folio 380, was conveyed by Marie Kilma to Bertha Frances Kilma and Marie Rosie Kilma; thence, with said western side of Crain Highway, southerly 164.22 feet along the arc of a curve to the right having a radius of 4960.37 feet and subtended by a long chord having a bearing of South 04 degrees 18 minutes 50 seconds West and a distance of 164.21 feet; thence, continuing along said western side of Crain Highway, South 05 degrees 12 minutes West, 09.49 feet to intersect the third or South 84 degree 10 minute East, 662.0 foot - line of the above - mentioned conveyance; thence, along a part of said third line, North 83 degrees 12 minutes West, 358.94 feet to the eastern side of the southbound lane of said Robert Crain Highway, as shown on Pl. S.R.C. RW Plats No. 15808 and 15810; thence, along said eastern side of said Crain Highway, northerly 176.98 feet along the arc of a curve to the left having a radius of 17,255.74 feet and subtended by a long chord having a bearing of North 04 degrees 30 minutes West and a distance of 176.98 feet to intersect the first or North 84 degree 10 minute West, 862 foot - line of the above - mentioned conveyance; thence, with said first line, South 83 degrees 12 minutes East, 386.23 feet to the point of beginning, and containing 1.486 acres of land, more or less.

Mailed to Secured F

CLERK'S NOTATION  
Document submitted for record  
in a condition not permitting  
satisfactory photographic repro-  
duction.

CIRCUIT COURT OF MARYLAND FOR ANNE ARUNDEL COUNTY  
(To be recorded among Financing Statement Records)

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code, to establish a Purchase Money Security Interest as described below:

1. NAME AND ADDRESS OF DEBTORS:

Tariq Saeed Niazi  
241 St. Antons Way  
Arnold, Maryland 21012

Melinda J. Niazi  
241 St. Antons Way  
Arnold, Maryland 21012

2. NAME AND ADDRESS OF SECURED PARTIES:

Stop Enterprises, Inc.  
Care of Catherine E. Green  
308 Fairtree Drive  
Severna Park, Maryland 21146

3. GRANT OF INTEREST: This Financing Statement covers the following property of the Debtors, acquired by the advance of funds from the Secured Parties to the Debtors:

(a) All of the Debtors' Accounts, whether now or hereafter existing, owned, acquired or created and all monies and claims for monies due or to become due to the Debtors thereunder and all cash and non-cash proceeds thereof; all of the above pertaining or relating to or accrued from the operation of the businesses known as Jumper's Amoco, 8100 Ritchie Highway, Pasadena, Maryland 21122, and Jones Amoco, 945 Ritchie Highway, Severna Park, Maryland 21146, or any successor business to the above businesses.

(b) All of the Debtors' goods, machinery and equipment, including but not limited to all of the Debtors' equipment, machinery, furniture and fixtures together with all increases, additions, accretions, parts, fittings, accessories, special tools, attachments and accessions, now or hereafter used or bought for use in the Debtors' gas station businesses at Jumper's Amoco, 8100 Ritchie Highway, Pasadena, Maryland 21122, and Jones Amoco, 945 Ritchie Highway, Severna Park, Maryland 21146, or any successor business to the above businesses now or hereafter affixed thereto or used in

RECORD FEE 14.00  
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DEC 17 86

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CLERK

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ANNE ARUNDEL COUNTY

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H. ERLE SCHAFER  
CLERK

14.98

connection therewith, and all replacements thereof or substitutions therefor, and all cash and non-cash proceeds thereof, and all subsequently acquired property places on the premises above referenced.

(c) All of the Debtors' Contract Rights now in force or hereafter acquired and all monies and claims for monies due or to become due to the Debtors thereunder and all cash and non-cash proceeds thereof, which in any manner relate to the business known as Jumper's Amoco, 8100 Ritchie Highway, Pasadena, Maryland 21122 and Jones Amoco, 945 Ritchie Highway, Severna Park, Maryland 21146 or any successor business to the above business.

4. PURCHASE MONEY INTEREST: Debtors grant and acknowledge that the Secured Parties with this filing have a perfected purchase money security interest in that property set forth and specifically described on the inventory attached as Schedule A, all replacements thereof of substitutions therefor acquired with the proceeds from the sale of the encumbered property.

5. The underlying secured transaction is for a principal purchase money indebtedness in the amount of \$80,000.00.

DATED:

DEBTORS:

SECURED PARTIES:

STOP ENTERPRISES, INC.

Tariq Saeed Niazi  
Tariq Saeed Niazi

BY: Catherine E. Khan (SEAL)  
President

Melinda J. Niazi  
Melinda J. Niazi

EXHIBIT A  
LIST OF ASSETS TO BE CONVEYED

<u>Quantity</u>	<u>Item</u>
1	Computer
1	Rico Copier
2	Adding Machine

LAW OFFICES  
Herman & Steinhardt, P.A.  
WINGTON FEDERAL BUILDING  
700 QUARTERFIELD ROAD  
LEN BURNIE, MD 21081

Mailed to Secured Party

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 471 Page No. 52  
Identification No. 251000 Dated Feb. 24, 1984

1. Debtor(s) { Daniel L. Callihan & Lana S. Callihan  
Name or Names—Print or Type  
9069 Bellwart Way Columbia, Md. 21045  
Address—Street No., City - County State Zip Code

2. Secured Party { First National Bank of Md.  
Name or Names—Print or Type  
P. O. Box 1596 Balto., Md. 21203  
Address—Street No., City - County State Zip Code

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

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

RECORD FEE 10.00  
FILING FEE .50  
201314 COM BAL 114 151  
DEC 17 1986

*PS*

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H. EALE SCHAFER  
CLERK

Dated: Nov. 20, 1986

First National Bank of Md.  
Patricia R. Ponzillo  
(Name of Secured Party)

*Patricia R Ponzillo*  
(Signature of Secured Party)

Loan Accounting Officer  
Type or Print (Include Title if Company)

10-50

265190

venient for the secured p.  
4 If collateral is crops or goods v.  
5 When a copy of the security agreee...  
6 At the time of original filing, filing officer  
as a Termin... Statement

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

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)  
Channel Home Centers, Inc.  
945 Route 10  
Whippany, N.J. 07981

2. Secured Party(ies) and address(es)  
General Electric Credit  
Corporation  
2777 Summer Street, 7th fl.  
Stamford, Ct. 06902

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

fl. RECORD FEE 19.00  
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#41-26 0040 701 109:54  
DEC 18 1986

CH605

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

All accounts receivable, contract rights, general intangibles, machinery and equipment, fixtures, trade fixtures, inventory, vehicles, shares and proceeds of insurance of the Debtor, wherever located, whether now owned or hereafter acquired or arising, and all proceeds thereof, and all books and records related thereto, all as more particularly described in the attached Schedule A, all to the extent the same may become fixtures on the property described on the attached Schedule B, and this financing statement is to be filed for record in the real estate records.

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

None

Debtor has multiple addresses in Md. Tax was paid at Dept. of Assessment & Taxation, Md.

SEY

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:

Records of Deeds  
Anne Arundel County,  
MARYLAND

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

Channel Home Centers, Inc.  
Ronald Curwin Vice President

General Electric Credit Corporation  
Cruger Gallaudet, Bus. Dev. Officer

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

Title

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

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

RETURN TO:  
RESEARCH, INC.  
P.O. Box 1119  
Albany, NY 12201

CLERK

RECEIVED FOR RECORD  
CLERK COUNTY, MARYLAND

1986 DEC 18 AM 9:54

H. ERLE SCHAFER  
CLERK

19<sup>00</sup> 3

SCHEDULE A to Financing Statement between Channel Home Centers, Inc., as Debtor and General Electric Credit Corporation, 2777 Summer Street, Stamford, Connecticut 06902, as Secured Party.

---

This financing statement covers the following types (or items) of property and interests in property of Debtor, whether now owned or existing, hereafter acquired or arising, or in which Debtor now or hereafter has any rights:

A. All of Debtor's accounts, contract rights, general intangibles, chattel paper, instruments and documents, any right to the payment of money, and all intangible personal property of Debtor of every kind and nature, including, without limitation, equitable rights and interests, choses in action, causes of action, corporate or other business records, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, good will, copyrights, registrations, licenses, sublicenses, franchises, tax refund claims, computer programs, and any guarantee claims, security interests or other security held by or granted to Debtor to secure payment of any account, contract right, general intangible, chattel paper, instrument or document.

B. All of Debtor's machinery and equipment, fixtures, furniture and trade fixtures, wheresoever located.

C. All of Debtor's inventory, including any and all goods, merchandise and other personal property (including, without limitation, goods in transit), wheresoever located, which is or may at any time be held for sale or lease, furnished under any contract of service or held as raw materials, work-in-progress, supplies or materials used or consumed in Debtor's business, and all such property the sale or other disposition of which has given rise to any account, contract right, general intangible, chattel paper, instrument or document or which has been returned to, or repossessed or stopped in transit by, Debtor.

D. All property of Debtor which is or becomes evidenced by an agreement, instrument and/or document (including, without limitation, promissory notes, stock certificates, trade acceptances, documents of title and warehouse receipts).

SCHEDULE A to Financing Statement between Channel Home Centers, Inc., as Debtor and General Electric Credit Corporation, 2777 Summer Street, Stamford, Connecticut 06902, as Secured Party.

---

E. All shares, options, interests, participations or other equivalents (howsoever designated) at any time owned or held by Debtor in any sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution or entity.

F. All monies and cash equivalents owned or held by Debtor.

G. All rights and claims in or under any policy of insurance, including, but not limited to, insurance for fire, damage, loss and casualty, whether covering personal property, real property, tangible rights or intangible rights, and all liability, life, key man and business interruption insurance, together with the proceeds, products, renewals and replacements thereof, including prepaid or unearned premiums.

H. All motor vehicles, trailers, tractors, trucks, rolling stock, airplanes, shipping containers, building and construction machinery and the like, whether covered by a certificate of title or not, and whether owned by or leased to or by Debtor.

I. All books and records (including, without limitation, customer lists, credit files, computer programs, print-outs and other computer materials and records) of Debtor pertaining to any of the foregoing.

J. All accessions to, substitutions for, and all replacements, products and proceeds of, the foregoing, including, without limitation, proceeds of insurance insuring any of the foregoing property of Debtor.

## Description of the Demised Premises

A portion of the following property:

ALL that certain tract of ground with the building and improvements thereon erected, situate in the 5th Election District of Anne Arundel County, Maryland, described according to survey and plat made by James D. Hicks, County Surveyor, dated January 22, 1964 as follows, to wit:

BEGINNING for the same at an iron pipe here set on the easterly side of Governor Ritchie State Road at a point where said side of said State Road is intersected by the southerly side of 11th Avenue said point of beginning is also located being the end of the south 75 degrees 8 minutes 50 seconds west 29.01 feet line of that conveyance from Howard M. Pumphrey, et al., to the County Commissioners of Anne Arundel County by Deed dated November 24, 1959 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1372, folio 459, thence from point of beginning so fixed and binding on and with the southerly side of said 11th Avenue said conveyance to the County Commissioners of Anne Arundel as mentioned above, reversely as corrected for magnetic declination north 79 degrees 51 minutes 00 seconds east 29.10 feet to a point and south 73 degrees 17 minutes 50 seconds east 361.94 feet to an iron pipe here set; thence leaving said conveyance to the County Commissioners of Anne Arundel County and binding on and with the original outlines of parcel Nos. 1, 2 and 3, south 11 degrees 12 minutes 50 seconds east 26.80 feet to a concrete monument; thence south 14 degrees 11 minutes 10 seconds west 346.28 feet to an iron pipe here set; thence south 14 degrees 14 minutes 10 seconds west 296.80 feet to a concrete monument here set which marks the southeasternmost corner of parcel #3, thence north 75 degrees 26 minutes 50 seconds West 399.63 feet to a concrete monument here set on the easterly side of Governor Ritchie Highway, thence binding on and with the easterly side of said highway north 14 degrees 14 minutes 10 seconds east 311.80 feet to an iron pipe here set and north 14 degrees 11 minutes 10 seconds east 356.83 feet to the point of beginning.

CONTAINING 6.18 acres of land, more or less.

## Description of the Demised Premises

A portion of the following property:

ALL that certain tract of ground with the building and improvements thereon erected, situate in the 5th Election District of Anne Arundel County, Maryland, described according to survey and plat made by James D. Hicks, County Surveyor, dated January 22, 1964 as follows, to wit:

BEGINNING for the same at an iron pipe here set on the easterly side of Governor Ritchie State Road at a point where said side of said State Road is intersected by the southerly side of 11th Avenue said point of beginning is also located being the end of the south 75 degrees 8 minutes 50 seconds west 29.01 feet line of that conveyance from Howard M. Pumphrey, et al., to the County Commissioners of Anne Arundel County by Deed dated November 24, 1959 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1372, folio 459, thence from point of beginning so fixed and binding on and with the southerly side of said 11th Avenue said conveyance to the County Commissioners of Anne Arundel as mentioned above, reversely as corrected for magnetic declination north 79 degrees 51 minutes 00 seconds east 29.10 feet to a point and south 73 degrees 17 minutes 50 seconds east 361.94 feet to an iron pipe here set; thence leaving said conveyance to the County Commissioners of Anne Arundel County and binding on and with the original outlines of parcel Nos. 1, 2 and 3, south 11 degrees 12 minutes 50 seconds east 26.80 feet to a concrete monument; thence south 14 degrees 11 minutes 10 seconds west 346.28 feet to an iron pipe here set; thence south 14 degrees 14 minutes 10 seconds west 296.80 feet to a concrete monument here set which marks the southeasternmost corner of parcel #3, thence north 75 degrees 26 minutes 50 seconds West 399.63 feet to a concrete monument here set on the easterly side of Governor Ritchie Highway, thence binding on and with the easterly side of said highway north 14 degrees 14 minutes 10 seconds east 311.80 feet to an iron pipe here set and north 14 degrees 11 minutes 10 seconds east 356.83 feet to the point of beginning.

CONTAINING 6.18 acres of land, more or less.

265181

BOOK 506 PAGE 212

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) Channel Home Centers, Inc. 945 Route 10 Whippany, N.J. 07981 <i>CH611</i>	2. Secured Party(ies) and address(es) General Electric Credit Corporation 2777 Summer Street, 7th fl. Stamford, Ct. 06902	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 19.00 POSTAGE .50 #41627 0040 R01 TOP:55 DEC 18 86
4. This financing statement covers the following types (or items) of property: All accounts receivable, contract rights, general intangibles, machinery and equipment, fixtures, trade fixtures, inventory, vehicles, shares and proceeds of insurance of the Debtor, wherever located, whether now owned or hereafter acquired or arising, and all proceeds thereof, and all books and records related thereto, all as more particularly described in the attached Schedule A, all to the extent the same may become fixtures on the property described on the attached Schedule B, and this financing statement is to be filed for record in the real estate records.		5. Assignee(s) of Secured Party and Address(es) None Debtor has multiple addresses in Md. Tax was paid at Dept. of Assessment & Taxation, Md. <i>SEY</i>
This statement is filed without the debtor's signature to <b>RETURN TO:</b> <i>INFOSEARCH, INC.</i> <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: <i>Records of Deeds Anne Arundel County MD</i>
Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. No. of additional Sheets presented:		
Channel Home Centers, Inc. Ronald Curwin	Vice President <i>VP</i>	General Electric Credit Corporation Cruger Gallaudet, Bus. Dev. Officer <i>BDO</i>
By: <i>[Signature]</i> Signature(s) of Debtor(s)	Title	By: <i>[Signature]</i> Signature(s) of Secured Party(ies) Title

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

19<sup>00</sup>

CF  
CLERK

RECEIVED FOR RECORDS  
 CIRCUIT COURT, A.A. COUNTY  
 1986 DEC 18 AM 9:54  
 H. ERLE SCHAFFER  
 CLERK

SCHEDULE A to Financing Statement between Channel Home Centers, Inc., as Debtor and General Electric Credit Corporation, 2777 Summer Street, Stamford, Connecticut 06902, as Secured Party.

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This financing statement covers the following types (or items) of property and interests in property of Debtor, whether now owned or existing, hereafter acquired or arising, or in which Debtor now or hereafter has any rights:

A. All of Debtor's accounts, contract rights, general intangibles, chattel paper, instruments and documents, any right to the payment of money, and all intangible personal property of Debtor of every kind and nature, including, without limitation, equitable rights and interests, choses in action, causes of action, corporate or other business records, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, good will, copyrights, registrations, licenses, sublicenses, franchises, tax refund claims, computer programs, and any guarantee claims, security interests or other security held by or granted to Debtor to secure payment of any account, contract right, general intangible, chattel paper, instrument or document.

B. All of Debtor's machinery and equipment, fixtures, furniture and trade fixtures, wheresoever located.

C. All of Debtor's inventory, including any and all goods, merchandise and other personal property (including, without limitation, goods in transit), wheresoever located, which is or may at any time be held for sale or lease, furnished under any contract of service or held as raw materials, work-in-progress, supplies or materials used or consumed in Debtor's business, and all such property the sale or other disposition of which has given rise to any account, contract right, general intangible, chattel paper, instrument or document or which has been returned to, or repossessed or stopped in transit by, Debtor.

D. All property of Debtor which is or becomes evidenced by an agreement, instrument and/or document (including, without limitation, promissory notes, stock certificates, trade acceptances, documents of title and warehouse receipts).

SCHEDULE A to Financing Statement between Channel Home Centers, Inc., as Debtor and General Electric Credit Corporation, 2777 Summer Street, Stamford, Connecticut 06902, as Secured Party.

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E. All shares, options, interests, participations or other equivalents (howsoever designated) at any time owned or held by Debtor in any sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution or entity.

F. All monies and cash equivalents owned or held by Debtor.

G. All rights and claims in or under any policy of insurance, including, but not limited to, insurance for fire, damage, loss and casualty, whether covering personal property, real property, tangible rights or intangible rights, and all liability, life, key man and business interruption insurance, together with the proceeds, products, renewals and replacements thereof, including prepaid or unearned premiums.

H. All motor vehicles, trailers, tractors, trucks, rolling stock, airplanes, shipping containers, building and construction machinery and the like, whether covered by a certificate of title or not, and whether owned by or leased to or by Debtor.

I. All books and records (including, without limitation, customer lists, credit files, computer programs, print-outs and other computer materials and records) of Debtor pertaining to any of the foregoing.

J. All accessions to, substitutions for, and all replacements, products and proceeds of, the foregoing, including, without limitation, proceeds of insurance insuring any of the foregoing property of Debtor.

## Description of the Demised Premises

BOOK 506 PAGE 215

A one-story building containing approximately 50,000 square feet together with an outside sales area of approximately 5,000 sq. ft. situated on a portion of the following property:

**BEGINNING FOR THE SAME** in the centerline of a 40 foot wide use-in-common right-of-way at a point marking the division line between Lots 1 and 2 as shown (on the plat of Pasadena Plaza recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 89, Page 12); thence leaving said point of beginning and running with and binding along said division line.

- 1) North 52 degrees 14 minutes 20 seconds East 958.00 feet to a point; thence,
- 2) South 37 degrees 45 minutes 40 seconds East 709.40 feet to a point; thence,
- 3) South 34 degrees 42 minutes 05 seconds West 872.73 feet to a point; thence,
- 4) North 55 degrees 04 minutes 25 seconds West 508.37 feet to a point on the South side of an 80 foot wide use-in-common right-of-way; thence running with and binding thereon,
- 5) North 35 degrees 06 minutes 35 seconds East 26.59 feet to a point in the centerline of said 40 foot wide right-of-way; thence running with and binding thereon,
- 6) North 37 degrees 45 minutes 40 seconds West 479.22 feet to the point of beginning.

Containing in all 18.316 acres of land, more or less.

265182

BOOK 506 PAGE 216

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

1. Debtor(s) (Last Name First) and address(es)		2. Secured Party(ies) and address(es)		3. Maturity date (if any):	
Channel Home Centers, Inc. 945 Route 10 Whippany, N.J. 07981 <i>CHC--</i>		General Electric Credit Corporation 2777 Summer Street, 7th Stamford, Ct. 06902		For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 18.00 POSTAGE .50 fl. #41628 0040 R01 109:55 DEC 18 86	
4. This financing statement covers the following types (or items) of property:				5. Assignee(s) of Secured Party and Address(es)	
All accounts receivable, contract rights, general intangibles, machinery and equipment, fixtures, trade fixtures, inventory, vehicles, shares and proceeds of insurance of the Debtor, wherever located, whether now owned or hereafter acquired or arising, and all proceeds thereof, and all books and records related thereto, all as more particularly described in the attached Schedule A, all to the extent the same may become fixtures on the property described on the attached Schedule B, and this financing statement is to be filed for record in the real estate records.				None Debtor has multiple addresses in Md. Tax was paid at Dept. of Assessment & Taxation, Md. <i>SEY</i>	
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so)				Filed with: <i>Records of Prince Anne Arundel County MD.</i>	
<input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:					
Check <input checked="" type="checkbox"/> if covered. <input type="checkbox"/> Proceeds of Collateral are also covered. No. of additional Sheets presented:					
Channel Home Centers, Inc. <i>P.O. Box 1110</i>		General Electric Credit Corporation			
Ronald Curwin <i>Vice President</i>		Roger Gallaudet, Bus. Dev. Officer			
By: <i>[Signature]</i>		By: <i>[Signature]</i>			
Signature(s) of Debtor(s)		Signature(s) of Secured Party(ies)			
(1) Filing Officer Copy-Alphabetical		STANDARD FORM - FORM UCC-1.		(For Use In Most States)	

19.00

CR CLERK

RECEIVED FOR RECORD DEPT. OF ASSESSMENT & TAXATION COUNTY  
1986 DEC 18 AM 9:54  
H. ERLE SCHAFFER CLERK

SCHEDULE A to Financing Statement between Channel Home Centers, Inc., as Debtor and General Electric Credit Corporation, 2777 Summer Street, Stamford, Connecticut 06902, as Secured Party.

---

This financing statement covers the following types (or items) of property and interests in property of Debtor, whether now owned or existing, hereafter acquired or arising, or in which Debtor now or hereafter has any rights:

A. All of Debtor's accounts, contract rights, general intangibles, chattel paper, instruments and documents, any right to the payment of money, and all intangible personal property of Debtor of every kind and nature, including, without limitation, equitable rights and interests, choses in action, causes of action, corporate or other business records, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, good will, copyrights, registrations, licenses, sublicenses, franchises, tax refund claims, computer programs, and any guarantee claims, security interests or other security held by or granted to Debtor to secure payment of any account, contract right, general intangible, chattel paper, instrument or document.

B. All of Debtor's machinery and equipment, fixtures, furniture and trade fixtures, wheresoever located.

C. All of Debtor's inventory, including any and all goods, merchandise and other personal property (including, without limitation, goods in transit), wheresoever located, which is or may at any time be held for sale or lease, furnished under any contract of service or held as raw materials, work-in-progress, supplies or materials used or consumed in Debtor's business, and all such property the sale or other disposition of which has given rise to any account, contract right, general intangible, chattel paper, instrument or document or which has been returned to, or repossessed or stopped in transit by, Debtor.

D. All property of Debtor which is or becomes evidenced by an agreement, instrument and/or document (including, without limitation, promissory notes, stock certificates, trade acceptances, documents of title and warehouse receipts).

SCHEDULE A to Financing Statement between Channel Home Centers, Inc., as Debtor and General Electric Credit Corporation, 2777 Summer Street, Stamford, Connecticut 06902, as Secured Party.

---

E. All shares, options, interests, participations or other equivalents (howsoever designated) at any time owned or held by Debtor in any sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution or entity.

F. All monies and cash equivalents owned or held by Debtor.

G. All rights and claims in or under any policy of insurance, including, but not limited to, insurance for fire, damage, loss and casualty, whether covering personal property, real property, tangible rights or intangible rights, and all liability, life, key man and business interruption insurance, together with the proceeds, products, renewals and replacements thereof, including prepaid or unearned premiums.

H. All motor vehicles, trailers, tractors, trucks, rolling stock, airplanes, shipping containers, building and construction machinery and the like, whether covered by a certificate of title or not, and whether owned by or leased to or by Debtor.

I. All books and records (including, without limitation, customer lists, credit files, computer programs, print-outs and other computer materials and records) of Debtor pertaining to any of the foregoing.

J. All accessions to, substitutions for, and all replacements, products and proceeds of, the foregoing, including, without limitation, proceeds of insurance insuring any of the foregoing property of Debtor.

## Description of the Demised Premises

BOOK 506 PAGE 219

A portion of the following property:

Beginning for the same at a point on the southerly right-of-way line of RIVA ROAD (variable width) at the intersection of the easterly right-of-way line of HEARNE ROAD (60 feet wide); thence with the said southerly right-of-way line of RIVA ROAD and with the northerly outline of the aforesaid three parcels of land.

1. N 60° 01' 03" E a distance of 252.47 feet; thence
2. N 59° 45' 09" E a distance of 50.34 feet; thence
3. N 65° 43' 09" E a distance of 45.67 feet; thence leaving said southerly right-of-way line
4. S 30° 09' 24" E a distance of 6.87 feet; thence leaving the said northerly outline of the three parcels of land and continuing with the said southerly right-of-way line of RIVA ROAD and with the outline of the aforesaid RESIDUE PARCEL 'C'
5. Along the arc of a circle curving to the left, having a radius of 5781.85 feet, a chord bearing and distance of N 58° 34' 08" E 97.21 feet; respectively, an arc distance of 97.21 feet; thence leaving said southerly right-of-way line
6. S 83° 50' 23" E a distance of 39.98 feet; thence
7. Along the arc of a circle curving to the left having a radius of 792.70 feet, a chord bearing and distance of S 60° 42' 20" E 81.42 feet; respectively, an arc distance of 81.46 feet; thence
8. Along the arc of a circle curving to the left having a radius of 7,344.83 feet, a chord bearing and distance of S 64° 48' 38" E 297.69 feet; respectively, an arc distance of 297.71 feet; thence
9. Along the arc of a circle curving to the right having a radius of 7,264.83 feet, a chord bearing and distance of S 64° 49' 56" E 288.94 feet; respectively, an arc distance of 288.96 feet; thence
10. S 08° 53' 29" W a distance of 1,080.37 feet; thence
11. N 88° 28' 40" W a distance of 561.13 feet; thence
12. N 46° 56' 33" W a distance of 230.94 feet; thence
13. N 78° 13' 45" W a distance of 132.10 feet; thence
14. N 04° 25' 27" E a distance of 580.32 feet; thence
15. N 59° 50' 36" E a distance of 86.26 feet to a point on the south-westerly right-of-way line of said HEARNE ROAD; thence
16. N 50° 18' 18" E a distance of 60.00 feet to a point on the said easterly right-of-way line of HEARNE ROAD; thence binding on the said right-of-way line
17. Along the arc of a circle curving to the right having a radius of 445.00 feet, a chord bearing and distance of N 34° 55' 33" W 74.00 feet, an arc distance of 74.08 feet; thence with the said easterly right-of-way line of HEARNE ROAD
18. N 30° 09' 24" W a distance of 259.91 feet to the point of beginning.

Containing 1,088,222 square feet or 24.98214 acres of land, more or less.

265185

BOOK 506 PAGE 220

FINANCING STATEMENT

This financing statement is presented to the Clerk of the Circuit Court for Anne Arrundel County, Maryland, for filing pursuant to the Uniform Commercial Code.

	Name	Address
DEBTOR:	Keith Allen Snyder Sandra Gayle Snyder	90 Patuxent Mobile Est. Lothian, MD 20711

SECURED PARTY: Garrett National Bank  
46 South Second Street  
Oakland, MD 21550

This financing statement covers the following type of personal property:

1-Meyers ST-90 Snowplow Blade

RECORD FEE 12.00  
RECORD TAX 14.00  
POSTAGE .2

111629 0777 101 110:12  
DEC 18 86

This transaction is not exempt from the Recordation Tax.

Principal amount of indebtedness 1,800.00

Dated this 28th day of November 1986

DEBTOR:

Keith Allen Snyder  
Keith Allen Snyder  
Sandra G Snyder  
Sandra Gayle Snyder

SECURED PARTY: Garrett National Bank  
46 South Second Street  
Oakland, MD 21550

By Patti J. Emerick

RECEIVED FOR RECORDATION  
DISTRICT COURT, ANNE ARUNDEL COUNTY  
1986 DEC 18 AM 10:29  
H. ERLE SCHAFER  
CLERK

DISTRICT COURT A. A. CO.

Clerk of Cir Ct for AC  
Box 11

Annapolis Md 21404

2650

12-1-86



265199

BOOK 506 PAGE 221

To Be Recorded In The Land Records  
And In The Chattel Records Of The  
Local Jurisdiction And Among The  
Financing Statement Records Of The  
State Department Of Assessments  
And Taxation.

Subject To Recording Tax On  
Principal Amount Of \$388,800.00  
Which Was Paid To The Clerk Of The  
Circuit Court Of Anne Arundel  
County Upon The Filing Of A Deed  
Of Trust.

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

1. **DEBTOR:**

**S&S BUILDERS, INC.**  
838 Ritchie Highway, Suite 4  
Severna Park, Maryland 21146

2. **SECURED PARTY:**

**BALTIMORE FEDERAL FINANCIAL, F.S.A.**  
300 East Baltimore 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 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,

RECEIVED FOR RECORD  
ANNE ARUNDEL COUNTY  
1986 DEC 18 AM 11:52  
H. ERLE SCHAFER  
CLERK

POSTAGE 17.00  
50  
441723 0777 001 111:47

DEC 18 86

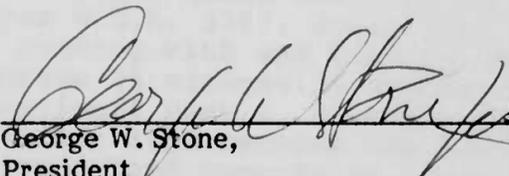
57

- 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, being those same lots of ground and improvements thereon described in a Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction 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. Exhibit A attached hereto consists of one (1) page.

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:**

SnS BUILDERS, INC.,  
A Maryland Corporation

By:  (SEAL)  
George W. Stone,  
President

Date: December 12, 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) 5941

5941  
S-01.48

BEGINNING for the same at point No. 6545 on the Westernmost right-of-way line of Edwin Raynor Boulevard (a variable width right-of-way formerly known as New Tick Neck Road) as shown on the Plat entitled Office and Apartment Site, "Chesterfield 4- phase 4", recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 105, Page 05, Plat No. 5430, running thence with and binding on the division line between Lot 2 (office site) and the parcel now being described, leaving the aforementioned right-of-way line, and referring the courses of this description to the Maryland State Grid Meridian, 1) North 78 degrees 34 minutes 11 seconds West 332.77 feet, to a point on the division line between the Mary L. Saunders Property, recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. 3387, folio 536, and the parcel now being described, thence running with and binding on all of said division line, 2) North 02 degrees 25 minutes 54 seconds West 280.10 feet, thence leaving the aforementioned Mary L. Saunders property and running with and binding on the division line between the Williams Property, recorded among the aforementioned Land Records in Liber E.A.C. 3747 at Folio 860, the Hansberger Property, recorded among the aforementioned Land Records in Liber W.G.L. 3428 at Folio 602 and Liber G.T.C. 1167 at Folio 156, and the Southern Municipal Corporation property, recorded among the aforementioned Land Records in Liber L.N.P. 1887 at Folio 446, all as shown on the aforementioned plat, 3) North 81 degrees 40 minutes 21 seconds East 435.10 feet to a point on the aforementioned Westernmost right-of-way line of Edwin Raynor Boulevard, thence running with and binding on said right-of-way line, 4) South 13 degrees 04 minutes 25 seconds West 183.35 feet, and 5) 235.80 feet along the arc of a curve to the left, having a radius of 11,494.20 feet, and being subtended by a chord of South 12 degrees 29 minutes 09 seconds West 235.79 feet to the point of beginning. CONTAINING 130,016 square feet or 2.985 acres of land, more or less.

Mailed to Secured Party

FINANCING STATEMENT

1. Name of Debtor: STONE-SNYDER GENERAL PARTNERSHIP  
Address: 836 Ritchie Highway, Suite 24  
Severna Park, Maryland 21146
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 December 12, 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) 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.

4. Proceeds and products of all collateral are covered.
5. Recordation tax on the principal sum of \$900,000 has been paid to the Clerk of the Circuit Court of Anne Arundel County upon recording of the Deed of Trust.
6. The record owner of the real property described in the Deed of Trust is Stone-Snyder General Partnership.

Debtor:

STONE-SNYDER GENERAL PARTNERSHIP

By George W. Stone  
George W. Stone  
General Partner

Secured Party:

MARYLAND NATIONAL BANK

By R. B. Diffenderffer, Jr.  
R. B. Diffenderffer, Jr.  
Vice President

RECORDED  
14.00  
.50  
777 ROL 111:52  
DEC 18 86  
986 DEC 18 AM 11:52  
H. ERLE SCHAFER  
CLERK

14  
5



Mr. Clerk: Return to Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202  
ATTN: Susan Zimmerman Whitman

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY
2. ~~WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION~~

SZW8/D

## EXHIBIT A

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in the 3rd Election District of Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING for the same at point NO. 6545 on the Westernmost right-of way line of Edwin Raynor Boulevard (A variable width right-of-way formerly known as New Tick Neck Road) as shown on the plat entitled Office and Apartment Site, "Chesterfield 4-phase 4," recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book <sup>105</sup> ~~104~~, Page 5, Plat No. 5430, running thence with and binding on said right-of-way line, and referring the courses of the description contained herein to the Maryland State Grid Meridian,

1) 69.00 feet along the arc of a curve to the left, having a radius of 11,494.20 feet, and being subtended by a chord of South 11 degrees 43 minutes 34 seconds West 69.00 feet,

2) South 15 degrees 19 minutes 39 seconds West 201.30 feet, and

3) 120.93 feet along the arc of a curve to the left, having a radius of 11,509.20 feet, and being subtended by a chord of South 10 degrees 15 minutes 12 seconds West 120.93 feet to point No. 6513 as shown on the aforementioned plat, thence leaving said right-of-way line and running with and binding on the division line between the parcel now being described and a Stormwater Management Pond Easement and recreation area as shown on a plat recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 99 at page 35,

4) North 69 degrees 54 minutes 30 seconds West 134.88 feet, and

5) North 20 degrees 10 minutes 41 seconds West 307.27 feet, thence leaving said easement and recreation area and running with and binding on the division line between the parcel now being described and the property of Mary L. Saunders, recorded among the land records of Anne Arundel County, Maryland in Liber W.G.L. 3387 at Folio 536,

6) North 02 degrees 25 minutes 54 seconds West 112.00 feet, thence leaving the Saunders Property and running with and binding on the division line between the parcel now being described and lot 1 (Apartment Site) as shown on the firstly mentioned plat above,

7) South 78 degrees 34 minutes 11 seconds East 332.77 feet to the point of beginning,

CONTAINING 92,284 square feet or 2.118 acres of land, more or less,

BEING part of that parcel of land which by deed dated March 20, 1978, and recorded among the land records of Anne Arundel County, Maryland in Liber W.G.L. 3062 at Folio 888, was granted and conveyed by Oriole Homes Corporation to the Chatterleigh Limited Partnership.

Mailed to Secured Party

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

1. Debtor(s) (Last Name First) and address(es) Ray, Edward J. Ray, Joni E. Parkway Village Laurel, MD 20807	2. Secured Party(ies) and address(es) Green Tree Acceptance, Inc. 2200 Opitz Blvd, Suite 245 Woodbridge, VA 22194	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE 50 #41811 0345 R01 115:32 DEC 18 86
4. This statement refers to original Financing Statement bearing File No. <u>240177</u> Filed with <u>Anne Arundel County</u> Date Filed <u>October 26</u> 19 <u>81</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. 1981 Redman, Serial # 12211184 24 X 56, 3 BR All appliances, household goods, accessions, asseciors, equipment and parts now owned or hereafter acquired, all contract rights pertaining to this contract		
_____ Edward J. Ray		_____ GreenTree Acceptance, Inc.
By: <u>Joni E. Ray</u> Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).		By: <u>[Signature]</u> Signature(s) of Secured Party(ies)
(1) Filing Officer Copy - <u>Alphabetical</u> <b>STANDARD FORM - FORM UCC-3</b>		

RECEIVED IN RECORDS  
 ANNE ARUNDEL COUNTY  
 1986 DEC 18 PM 3:53  
 H. ERLE SCHAFFER  
 CLERK

Mailed to Secured Party

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

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

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

This financing statement Dated 5/06/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name H & M WAGNER AND SONS, INC.
Address 7204 WILCO ROAD GLEN BURNIE, MD 21061

2. SECURED PARTY

Name THE BANK OF GLEN BURNIE
Address DRAWER 70 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) 5/06/90

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

RAYMOND ELECTRIC FORKLIFT
MODEL #20RA30TT
SERIAL #0208524694

RECORD FEE 1.00
POSTAGE .50
#10752 0237 002 108:09
DEC 19 86

CR CLERK

1986 DEC 19 AM 8:07
H. ERLE SCHAFFER
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)

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

H & M WAGNER AND SONS, INC.

BY: (Signature of Debtor)

GARDNER S. WAGNER, VICE 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 of Secured Party)

EARL G. WALTER
Type or Print Above Signature on Above Line

1150

1250

265207

(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 Complete Automotive Services, Inc. T/A Tires Plus  
4159 Mountain Rd. Pasadena, Maryland 21122  
(Name or Names)  
(Address)

LESSEE  
(Name or Names)  
(Address)

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

3. ASSIGNEE (if any) of LESSOR Northfield Savings & Loan  
1844 E. Joppa Rd. Baltimore, Maryland 21234  
(Name or Names)  
(Address)

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

- Quincy 325L Compressor, 5 H.P., 80 Gallon Tank

RECORD FEE 12.00  
POSTAGE .50  
441347 CTTI AM 108:36  
DEC 19 86

RECEIVED FOR RECORD  
CLERK COURT, BALTIMORE COUNTY  
1986 DEC 19 AM 9:52  
H. ERLE SCHAFER  
CLERK

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

LESSEE Complete Automotive Services, Inc.  
T/A Tires Plus

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Joseph A. Pecosh Pres.  
(Title)

By: Brian G. Connelly Manager  
(Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: \_\_\_\_\_  
(Title)

Return to: Northfield Savings & Loan  
1844 E. Joppa Rd.  
Baltimore, MD 21234  
Attn: Ron Jobson

(Type or print name of person signing)

1250

Mailed to Secured Party

CR  
CLERK

CR  
CLERK

STATEMENT OF CONTINUATION, TERMINATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

This statement refers to original financing statement, identifying FILE NO. 258685  
PAGE  
RECORDED IN LIBER 490 XXXXX 263 ON 10-1-85 (DATE)  
FOLIO

- 1. Debtor's name and address:  
Janko Jackson  
Sallie S. Jackson  
3323 Wessynton Way, Alexandria, Va 22309
- 2. Secured party's name and address:  
First Virginia Bank  
6400 Arlington Blvd  
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:

RECORD FEE 10.00  
POSTAGE .50  
1986 DEC 19 9:52  
REC 19 86

First Virginia Bank (Bank)

Dated 11-13-86

By *Ann Armistead*  
Ann Armistead, Assistant Cashier  
TYPE NAME AND TITLE

All Information Must Be Typewritten or Printed in Ink

47227 10/85

Mailed to Secured Party

1050

RECEIVED FOR RECORD  
COURT CLERK, A.A. COUNTY

1986 DEC 19 AM 9:52

J. E.  
CLERK

H. ERLE SCHAFFER  
CLERK

265208

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): ENSLOW ENTERPRISES, INC  
Address: TIA FOUR SEASONS  
2414 SALOMONS ISLAND ROAD  
ANNAPOLIS, MARYLAND 21401

2. Name of Secured Party: THE ANNAPOLIS BANK AND TRUST CO  
Address: P.O. BOX 311  
ANNAPOLIS, MARYLAND 21401

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

RECORD FEE 12.00  
POSTAGE .50  
ANNAPOLIS CITY MD 107:10  
DEC 19 86

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

ALL INVENTORY, NOW OR HEREAFTER CREATED

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

The above-described goods are affixed or to be affixed to:

RECEIVED FOR RECORD  
ANNAPOLIS CITY, MARYLAND  
1986 DEC 19 AM 9:53  
H. ERLE SCHAFER  
CLERK

Mailed to Secured Party

Debtor(s):

Secured Party:

ENSLOW ENTERPRISES, INC  
.....  
*David W. Enslow, (PRES)*  
.....  
DAVID W. ENSLOW, PRESIDENT  
.....  
*David W. Enslow, (PRES)*  
.....

THE ANNAPOLIS BANK AND TRUST CO  
(Type Name of Dealership)  
.....  
*John Paul Koehler, ASSISTANT VICE PRESIDENT*  
By: *John Paul Koehler*  
(Authorized Signature)  
.....  
John Paul Koehler, 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.)

1250.

265216

BOOK 506 PAGE 233

A.A. Co. 12.50

3247 6

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

FINANCING STATEMENT

Calvary Baptist Church

Name or Names - Print or Type

1. LESSEE(S)

3911 Garrison Blvd.

Baltimore, MD 21225

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-Gestetner 2115Z Copy Machine

SER# 86J2215

1986 DEC 19 AM 11:34  
H. ERLE SCHAFER  
CLERK

CR  
CLERK

RECORDED FEE 11.00  
POSTAGE .50

441882 DTG 801 110436  
DEC 19 86

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

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.

7. Products of collateral are covered.

LESSEE(S): Calvary Baptist Church

LESSOR: L-J Leasing Company

By: Melva A. Posey  
Signature of Lessee

By: Louise E. Neutze  
Signature of Lessor

Melva A. Posey

Louise E. Neutze, Mgr.

Type or Print

Signature of Lessee

Type or Print

Mailed to Secured Party

To The Filing Officer: After This Statement Has Been Recorded Please Mail The Same To:

L-J Leasing Company  
P.O. Box 21472  
600 Reisterstown Road

265217

545

TO BE RECORDED IN THE BOOK 506 PAGE 231 NOT SUBJECT TO RECORDATION TAX  
FINANCING STATEMENT RECORDS

FINANCING STATEMENT

1. Debtor: Address:  
DAVID W. LAUR 9 Westdale Road  
Glen Bernie, Maryland 21061

RECORD FEE 13.00  
POSTAGE 50  
#10526 0237 R02 T11:38  
DEC 19 96

2. Secured Party: Address:  
SECOND NATIONAL BUILDING P. O. Box 2558  
& LOAN, INC. Salisbury, MD 21801  
ATTN: William F. Brooks, Jr.

3. This Financing Statement covers:

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

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

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 DEC 19 AM 11:38

H. ERLE SCHAFFER  
CLERK

CR  
CLERK

13 20

14 10

the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any preceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

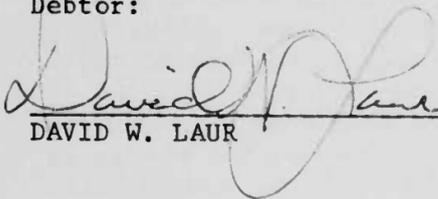
(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any business operated on the premises or as used as a liquor and grocery store.

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:

 (SEAL)  
DAVID W. LAUR

Dated: June 11, 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"

BEGINNING for the same at an iron pipe set on the east side of the Fort Meade State Road where the S 78° 28' E 781 foot line of the conveyance from Kandy Lanko and Rose to Robert G. Threatt and Addie by Deed dated May 5, 1950 and recorded among the Land Records of A.A. Co. in Liber JHH 569, folio 75, intersects said east side of said road; said point being S 78° 28' E 20.72' from the beginning of said line and running from thence and with the east side of the Fort Meade Road North 01° 48' West 138.26; to a pipe: thence leaving said road and running with the North side of a 10 foot right of way leading to the trailer camp, South 89° 58' East 89.07' to a pipe; thence crossing said right of way and running thru the above mentioned conveyance South 00° 43' East 52.02' to a pipe and South 89° 13' East 30.67' to a pipe and South 11° 50' West 107.22' to a pipe on the south side of a right of way used by John Ruff, an egress and ingress to the Fort Meade Road; thence with the south side of said righty of way and with the aforementioned South 78° 28' East line reversely North 78° 28' West 96.0' to the place of beginning. Containing .031 acres, plus or minus.

BEING the Southwest section of the above mentioned conveyance from Lanko to Threatt and as surveyed by J. R. McCrone, Jr. in October 1952.

BEING the same lot or parcel of ground which by Deed dated December 1, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 726 folio 278 was granted and conveyed by Robert G. Threatt and Addie J. Threatt, his wife, unto Frank Johnson.

AND BEING a part of the same property known as Parcel Two, which by Deed dated August 3, 1971, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2464, folio 872, was granted and conveyed by Frank Johnson to David W. Laur and Mary I. Laur, his wife.

Mailed to Secured Party

The appropriate amount of recordation taxes have been paid upon a Deed of Trust of even date given by the Debtor to Robert M. Goldman and Ronald P. Fish on security for the same debt, which Deed of Trust is recorded or intended to be recorded among the Land Records of Anne Arundel County, 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. \$2,622,322.95

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

This financing statement Dated Dec. 17, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Empire Corporation
Address 7310 Governor Ritchie Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name The Policemen and Firemen Retirement System of the City of Detroit
Address 510 City-County Building, Detroit, Michigan

Attention: Mr. Fred Murphy

Person And Address To Whom Statement Is To Be Returned 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 Rider A attached hereto and made a part hereof.

RECORD FEE 17.00
POSTAGE .50
M41959 C345 H01 T13:57
DEC 17 86



1986 DEC 19 PM 1:57
H. ERLE SCHAFER
CLERK

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)

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

See Exhibit A attached hereto and made a part hereof.

[X] (Proceeds of collateral are also covered)

[ ] (Products of collateral are also covered)

EMPIRE CORPORATION

By [Signature]
(Signature of Debtor)

Francis W. Roesler
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Name on Above Line

17
2

RIDER A

All right, title and interest of Debtor in and to (i) all leases and other agreements affecting the use or occupancy of the premises described in Exhibit A annexed hereto and made a part hereof (hereinafter called the Premises) now or hereafter entered into, (ii) all rents, issues and profits of the Premises, (iii) all awards or payments, including interest thereon, which may be made with respect to the Premises, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said rights), or for any other injury to or decrease in the value of the Premises, (iv) all proceeds of any and all unearned premiums on any insurance policy covering the Premises, and (v) all machinery, apparatus, equipment, fittings, fixtures and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises, or appurtenances thereto, and usable in connection with the present or future operation and occupancy of the Premises and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor shall have an interest, now or hereafter located upon the Premises.

This UCC-1 Financing Statement is filed in connection with a certain consolidated deed of trust dated December 17, 1986, in the principal sum of \$6,500,000 given by Debtor to Secured Party covering the fee estate of Debtor in the Premises and intended to be duly recorded in Anne Arundel County, Maryland.

413.A637

## EXHIBIT A

## (Description of Premises)

All that certain plot, piece or parcel of land lying and being in the Third Election District of Anne Arundel County, Maryland, more particularly described as follows:

Beginning for the same at the intersection of the southeast side of Crain Highway, formerly known as Light Street Road, as laid out 45 ft. wide on Plat No. 50 of the Property of the Curtis Creek Mining, Furnace, and Manufacturing Company, filed among the Land Records of Anne Arundel County in Plat Book No. 6, Folio 19, and the southwest side of Sixth Avenue North, as laid out 20 ft. wide, the said beginning point being the beginning point of the land described in the deed from Minnie B. Clauss, widow, to Empire Corporation, dated April 29, 1971, and recorded among the said Land Records in Liber M.S.H. 2410, Folio 505; thence from the said beginning point running with the southwest side of Sixth Avenue North, and also running, reversely, with the sixth line of the land described in the above mentioned deed, South 59°37' East 213.48 ft. to the northwest side of Drum Point Avenue; thence continuing the same course and running across Drum Point Avenue and with the fifth line, reversely, of the land described in the above mentioned deed, South 59°37' East 30.0 ft. to intersect the North 34°03'10" East 417.67 ft. line of a conveyance to the Maryland State Roads Commission dated October 29, 1937, and recorded among the said Land Records in Liber F.A.M. No. 172, Folio 423, the said line having heretofore been established as the northwestmost right-of-way line of the Governor Ritchie Highway; thence running with the southeast side of Drum Point Avenue and, reversely, with the said North 34°03'10" East 417.67 ft. line and also running, reversely with the fourth line of the land described in the above mentioned deed and continuing with the third line of the land described in the deed from American Snacks, Inc. to Empire Corporation, dated May 26, 1971 and recorded among the said Land Records in Liber M.S.H. 2410, Folio 514, South 31°14' West 379.0 ft.; thence leaving Governor Ritchie Highway and running with the fourth line of the land described in the last above mentioned deed and crossing Drum Point Avenue, North 59°37' West 30.0 ft.; thence leaving Drum Point Avenue and continuing the same course and running with the fifth line of the land described in the above mentioned deed, North 59°37' West 213.71 ft. to the southeast side of the above mentioned Crain Highway; thence running with the southeast side of Crain Highway and the sixth line of the land described in the last mentioned deed, North 31°16' East 379.0 ft. to the place of beginning. Containing 92,312 square feet or 2.119 acres of land, more or less.

Being the land described in the deed from Minnie B. Clauss, widow, to Empire Corporation dated April 29, 1971 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. No. 2410, Folio 505, and in addition, the land described in the deed from American Snacks, Inc. to Empire Corporation, dated May 26, 1971 and recorded among the said Land Records in Liber M.S.H. No. 2410, Folio 514.

BOOK 506 PAGE 240

Subject to a deed of easement for a storm drain dated February 8, 1958 recorded in Liber G.T.C. No. 1185, Folio 378, between The 301 Drive-In-Company and The Glen Burnie Shopping Plaza, Inc. and,

Subject to an agreement dated September 18, 1946, recorded in Liber J.H.H. No. 390, Folio 280, between George J. Clauss and wife and the Consolidated Gas, Electric Light and Power Company of Baltimore, regarding poles, wires, etc.

RECORD AND RETURN TO:

Sage, Gray Todd & Sims  
Two World Trade Center

Mail to ~~100th Floor~~

New York, New York 10048

Attention: Majorie Tsang

FINANCING STATEMENT FORM UCC-1

Identifying File No. 265244

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

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

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

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

1. DEBTOR

Name Jim Weaver Custom Builders, Inc.  
Address 6975 Kim Lane - Friendship, Maryland 20758

2. SECURED PARTY

Name Suit & Wells Equipment Co., Inc.  
Address 6300 Crain Highway - Upper Marlboro, Md. 20772

J.I. Case Co. or J.I. Case Credit Corp. (as their interest may arise)  
Person And Address To Whom Statement Is To Be Returned If Different From Above.  
5790 Widewaters Parkway - Syracuse, New York 13214

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

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

1- New Case Model 480E  
Tractor Loader/Backhoe  
Serial # 17002134

Name and address of Assignee

1986 DEC 19 PM 2:43  
H. ERLE SCHAFER  
CLERK

CR  
CLERK

RECORDED FEE 11.00  
POSTAGE .50  
DEC 19 86

CHECK  THE LINES WHICH APPLY

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

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

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

Assignee(s) of Secured Party and Address(es)  
J. I. CASE CREDIT CORP.  
5790 Widewaters Parkway  
Syracuse, N.Y. 13214

X [Signature]  
(Signature of Debtor)

Jim Weaver Custom Builder, Inc.  
Type or Print Above Name on Above Line

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

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

[Signature]  
(Signature of Secured Party)

Suit & Wells Equip. Co., Inc.  
Type or Print Above Signature on Above Line

Mailed to Secured Party

11/53

FINANCING STATEMENT

DATE: November 13, 1986

(X) Not Subject to Recordation Tax

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

NAME OF DEBTOR(S): Annapolis Properties, Inc

ADDRESS: Maryland Inn, Church Circle  
Annapolis, Maryland 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:

- 1- Master Control and Power Supply Unit
- 11- Incoming Phone Lines
- 20- Key Telephone/Speakerphone Sets
  - 2- Direct Station Select Modules
  - Display Telephone Sets
  - Wall Brackets
  - Busy Lamp Field Units
- 6- Power Failure Backup Jacks
- 5- Single Line Telephone Sets
  - Battery Backup
  - Printer

RECORD FEE 11.00  
 FEE .50  
 841773 CMT 01 114122  
 DEC 19 86

1986 DEC 19 PM 2:43  
 H. ERLE SCHAFER  
 CLERK

CR  
 CLERK

Mailed to Secured Party

DEBTOR(S): Annapolis Properties, Inc.

By: [Signature]  
 L. Joan Adrian, Vice President

By: [Signature]  
 Paul Pearson, President

By: [Signature]  
 Barbara S. Tower, Secretary

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS  
 AND LOAN ASSOCIATION

By: [Signature]  
 (Authorized Signature)  
 Paul R. O'Connell, Vice President  
 (Type Name and Title)

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

1150

265246

Not to be recorded  
in Land Records

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

\$160,000.00

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

FINANCING STATEMENT

1. Debtor: Address:  
EQUITY FUND PROPERTIES 7910 Woodmont Avenue  
LIMITED PARTNERSHIP Suite 1302  
Bethesda, Maryland 20814
2. Secured Party: Address:  
SOVRAN BANK/MARYLAND 6610 Rockledge Drive  
Bethesda, Maryland 20817
3. Trustee: Address:  
DONALD S. GARDINER 6610 Rockledge Drive  
MARTHA A. NEUMEYER Bethesda, Maryland 20817
4. This Financing Statement covers:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any party thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, addition thereto and substitutions therefor, including without in any matter limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) Any annual crops planted or cultivated by the Debtor or those claiming under the Debtor now or hereafter located upon or about the premises hereinafter described; and

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H. ERLE SCHAFFER  
CLERK



(c) 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, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

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

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

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

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure in indebtedness owed by the Debtor to the Secured Party.

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

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

Debtor: EQUITY FUND PROPERTIES  
LIMITED PARTNERSHIP

By: Richard Ray Solem  
Richard Ray Solem,  
General Partner

By: Norman Cohen  
Norman Cohen,  
General Partner

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

RICHARD B. ANDERSON, JR.  
~~Dana E. Tydings, Corporate Banking Officer~~  
Sovran Bank/Maryland  
6610 Rockledge Drive  
Bethesda, Maryland 20817

"EXHIBIT A"

BEING KNOWN AND DESIGNATED as Unit Numbers 1, 2, 3, 4, 5, 8, 9 and 10, in ADMIRAL TERRY CONDOMINIUM, a Vertical Property Regime, as established by a Condominium Declaration dated November 16, 1984, and recorded on November 19, 1984, in Liber EAC 3815, folio 703, and shown on the Plat(s) of Condominium recorded in Condominium Plat Book No. 26, as plats 33 and 34, all inclusive, all among the Land Records of Anne Arundel County, Maryland.

TOGETHER with a combined undivided 78.61 percentage interest in the common elements of said Condominium, and the rights, ways and easements appurtenant thereto, all as set out in said Condominium Declaration.

Mailed to Secured Party

TO BE RECORDED AMONG THE FINANCING RECORDS  
OF ANNE ARUNDEL COUNTY, MARYLAND

265247

Not to be recorded  
in Land RecordsNot subject to Recordation tax  
Principal amount of debt secured is:

\$480,000.00

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

## FINANCING STATEMENT

- |   |  |
|---|--|
| 1. Debtor:                                    | Address:   |
| EQUITY FUND PROPERTIES<br>LIMITED PARTNERSHIP | 7910 Woodmont Avenue<br>Suite 1302<br>Bethesda, Maryland 20814 |
| 2. Secured Party:                             | Address:   |
| SOVRAN BANK/MARYLAND                          | 6610 Rockledge Drive<br>Bethesda, Maryland 20817               |
| 3. Trustee:                                   | Address:   |
| DONALD S. GARDINER<br>MARTHA A. NEUMEYER      | 6610 Rockledge Drive<br>Bethesda, Maryland 20817               |
| 4. This Financing Statement covers:           |  |

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any party thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, addition thereto and substitutions therefor, including without in any matter limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) Any annual crops planted or cultivated by the Debtor or those claiming under the Debtor now or hereafter located upon or about the premises hereinafter described; and

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H. ERLE SCHAFER  
CLERK15.00  
50  
115.51

DEC 19 86

(c) 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, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

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

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

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

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure in indebtedness owed by the Debtor to the Secured Party.

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

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

Debtor: EQUITY FUND PROPERTIES  
LIMITED PARTNERSHIP

By: Richard Ray Solem  
Richard Ray Solem,  
General Partner

By: Norman Cohen  
Norman Cohen,  
General Partner

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

Dana E. Tydings, Corporate Banking Officer  
Sovran Bank/Maryland  
6610 Rockledge Drive  
Bethesda, Maryland 20817

"EXHIBIT A"

BEING KNOWN AND DESIGNATED as Unit Numbers 1, 2, 3, 4, 5, 8, 9 and 10, in ADMIRAL TERRY CONDOMINIUM, a Vertical Property Regime, as established by a Condominium Declaration dated November 16, 1984, and recorded on November 19, 1984, in Liber EAC 3815, folio 703, and shown on the Plat(s) of Condominium recorded in Condominium Plat Book No. 26, as plats 33 and 34, all inclusive, all among the Land Records of Anne Arundel County, Maryland.

TOGETHER with a combined undivided 78.61 percentage interest in the common elements of said Condominium, and the rights, ways and easements appurtenant thereto, all as set out in said Condominium Declaration.

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

..... November 12, 1986

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

Description of FINANCING STATEMENT hereby terminated:

File No. *74-2686*..... in Office of *Lenore Lerner*..... *A.A. Md.*  
*BK 450 P6.104* (Filing Officer) (County and State)

Debtor or Debtors (name and Address):

*Anna L. Jones*  
*260 Milltop Lane*  
*Annapolis Md 21403*

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

*Hauschild Fineman Corp.*  
Secured Party

By .....  
Its Branch Office Manager

RECORD FEE 10.00  
POSTAGE .50  
44233 CTTI R01 T16#12  
DEC 19 86

Form 91 MD (3-79)

109

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 DEC 19 PM 4:20

H. ERLE SCHAFFER  
CLERK

Mailed to Secured Party



Clerk of the Circuit Court  
Anne Arundel County  
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. 249402,  
RECORDED IN LIBER 466 FOLIO 473 ON 10/19/83 (DATE).

2. Name and address of Debtor(s) Stockett's Excavating & Hauling, Inc. 1174 W. Central Ave. Davidsonville, Anne Arundel, Md 21035	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

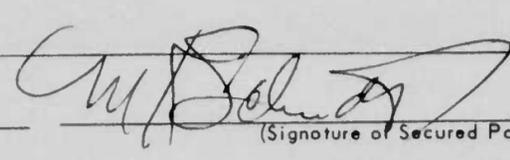
5. Maturity date of obligation (if any):

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:

Dated \_\_\_\_\_  (Signature of Secured Party)

C.I.T. Corporation  
(Type or Print Name of Secured Party on Above Line)

RECORD FEE 10.00  
NOTARIAL FEE 1.50  
1742054 CITT ROL T16#16  
DEC 19 86

1986 DEC 19 PM 4:20  
H. ERLE SCHAFER  
CLERK



Mailed to Secured Party

1050

4209655

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) Cedar Hill Cemetery, Inc. 5929 Ritchie Highway Baltimore, Maryland 21225
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 555A Tractor-Loader-Backhoe, Serial #C743225

RECORD FEE 11.00

POSTAGE .50

Check if covered: [X] Proceeds of collateral covered [ ] Products of collateral covered

4. This transaction is exempt from the Recording Tax.

ANNE ARUNDEL COUNTY REC 22 86

Filed with:

Anne Arundel County

Signatures: H D Ward, General Mgr. Controller (Cedar Hill Cemetery, Inc.) and C. Porter (Ford Motor Credit Co.)

1/50

Mailed to Secured Party

CR CLERK ANNE ARUNDEL COUNTY

1986 DEC 22 AM 9:38

H. ERLE SCHAFER CLERK

 <b>Maryland Financing Statement</b> All information must be typewritten or printed in ink.		File No.
(Not to Be) <del>(To Be)</del> Recorded in the Land Records.* <small>strike inapplicable words</small>		
Debtor(s) Name(s) and Address(es) <b>C &amp; L Concrete, Inc.</b> 1073 St. Stephen Church Road Crownsville, Anne Arundel, MD 21032	Secured Party Name and Address <b>John C. Louis Company Incorporated</b> 1805 Cherry Hill Road Baltimore, MD 21203	
Assignee of Secured Party C.I.T. Corporation 1301 York Road Lutherville, MD 21093	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. <b>One (1) New Gradall G660C Hydraulic Excavator S/N NP410461</b>		
<p style="text-align: right;">RECORD FEE 11.00 POSTAGE .50 DEC 22 1986</p> The name of C.I.T. Corporation has been changed to The CIT Group/Equipment Financing, Inc. Any reference herein to "C.I.T. Corporation" shall be deemed amended to "The CIT Group/Equipment Financing, Inc."		
Proceeds of collateral are also covered.		
* If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>C &amp; L Concrete, Inc.</u>	Secured Party <u>John C. Louis Company Incorporated</u>	
By <u>James Cunningham</u> (Seal) Title <u>pres</u> <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>	By <u>Wilmar Davidson</u>	
<u>James Cunningham</u> Type or print name(s) of person(s) signing	<u>Wilmar Davidson</u> Type or print name of person signing	
5-SA-989D		

1/50



Mailed to Secured Party  
 RECORD  
 COUNTY

1986 DEC 22 AM 9:39

H. ERLE SCHAFFER  
 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 American Fidelity Mortgage Corporation  
Address 790 Ritchie Highway Severna Park MD 21146

2. SECURED PARTY

Name American Equipment Leasing  
Building 800  
Address 2275 Swallow Hill Road Pittsburgh, PA 15220

RECORDED FEE 11.00  
POSTAGE .50  
MAY 25 1986 100157

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

3. Maturity date of obligation (if any) AVG 4, 1991

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

DEC 22 1986

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

As Per Schedule of Equipment, Exhibit "A" Attached Hereto and Made a Part Thereof.

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]  
(Signature of Debtor)

VINCENT A. AMAROSCHI  
Type or Print Above Name on Above Line

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

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

[Signature]  
(Signature of Secured Party)

JOSEPH HODOKA  
Type or Print Above Signature on Above Line

CR  
CLERK

RECEIVED FOR RECORD  
OFFICE OF THE CLERK  
MONTGOMERY COUNTY

1986 DEC 22 AM 9:40

H. ERLE SCHAFER  
CLERK

1152

SCHEDULE OF EQUIPMENT, EXHIBIT "A"

Forming a part of the lease agreement between:

American Fidelity Mortgage Corporation, as Lessee and  
AMERICAN EQUIPMENT LEASING COMPANY, INC., as Lessor

Property Located At:

790 Ritchie Highway Lease Dated 9-4-85  
Severna Park, MD 21146 Lease Number \_\_\_\_\_

QUANTITY	DESCRIPTION
1	OFS 70 Table Desk
1	OFS 80 Exectuve Desk/Return
1	OFS 80 Lateral File
1	Mill 4500
2	OFS 36.72 Desk
2	OFS 40 Credenza
4	Quaker Side Chairs
5	Quaker 4450 Executive Chairs
10	Quaker 4710-11 Chairs
1	Mill 4500
1	OFS 40 Desk 30x60/Right Return
1	48" Walnut Top/Bugle Base
6	Stacking Chairs
5	Wood Bases
3	Folding Tables
1	BDR 36x72 Radius Desk
1	3 Drawer Lateral File
1	2 Drawer File
3	2 Drawer File w/Lock
1	515 Whitehall Executive Chair
1	Quaker 2412 Loveseat

Mailed to Secured Party

COMPANY American Fidelity Mortgage Corporation  
 BY [Signature] TITLE PRESIDENT

265252

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 John H. Frank t/a  
Name J & J Printing Service  
Address 263 Bowline Road Severna Park, MD 21146

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

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

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

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

One (1) A.B. Dick 995R Copier  
w/Cabinet

RECORD FEE 12.00  
POSTAGE .50  
742056 0345 R01 T08:59

DEC 22 86

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*John H. Frank*  
(Signature of Debtor)

John H. FRANK, Jr.  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line



RECEIVED FOR RECORDS  
DEPT OF COMMERCE COUNTY

1986 DEC 22 AM 9:40

H. ERLE SCHAFER  
CLERK

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

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

AAW  
1250

Mailed to Secured Party

FINANCING STATEMENT

BOOK 506 PAGE 256

265253

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

1. LESSEE: Twin Oaks Farm Market, Inc.  
 Name or Names  
1075 Dorsey Rd., Hanover, MD 21076  
 Address - Street No. City County State Zip Code

2. LESSOR LCA LEASING, INC.  
P.O. BOX 152 STEVENSON, MARYLAND 21153

3. This Financing Statement covers the following types of property:  
(Described - Separate list attached, if necessary).

1-Northcom #1A3 Electronic Key Telephone System W/1-KSU; 5-Touch Tone Phones;  
1-Speed Dial; 3-Wall Mounts

RECORD FEE 1.10  
 RECORD FEE 9.90  
 POSTAGE .50

1986 DEC 22 AM 9:40

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

RECEIVED FOR RECORD  
HARRIS COUNTY

1986 DEC 22 AM 9:40

H.ERLE SCHAFER  
CLERK

LESSEE: Twin Oaks Farm Market, Inc.

LESSOR:

✓ Jefferson B. Clark Pres  
 Signature of Lessee Title

LCA LEASING, INC.

✓ JEFFERSON B. CLARK  
 Type or Print Name of Above

[Signature]  
 Signature of Lessor

Jonathan S. Waranch  
 Type or Print Name of Above

CR  
CLERK

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

LCA LEASING, INC.  
 P.O. BOX 152  
 STEVENSON, MARYLAND 21153-0152

Mailed to Secured Party

11/20

[Handwritten mark]

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 487 Folio 038 File No. 257444

Date of Financing Statement July 23, 1985

NAME	ADDRESS
1. Debtor(s) (or assignor(s))	No. Street City State
E.L. Gardner, Inc.	P.O. Box 39, Rt. 1 Gambrills, Md. 21054
2. Secured Party (or assignee)	Formerly known as Suburban Bank SOVRAN BANK / MARYLAND 6610 Rockledge Dr., Bethesda, Md. 20817

CHECK  THE LINES WHICH APPLY

- 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:

RECORD FEE 10.00  
142086 036 RM 109:32  
DEC 22 86

- 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:

Dated: October 22 19 86

Secured Party:

SOVRAN BANK / MARYLAND

By: *Don S. Gardiner*

Type Name Don S. Gardiner

Title Assistant Vice President

Br. 925

15

J. F. CLERK

RECEIVED FOR RECORD  
A.A. COUNTY

1986 DEC 22 AM 9:40

H. ERLE SCHAFER  
CLERK

Equipment is part of Inventory for Annapolis Discount Tires and therefore is not subject to recordation

BOOK 506 PAGE 258

265255

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

COPIES 11-00

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

RECORDED 11-22-86

DEBTOR

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Annapolis Discount Tires, Inc.  
 (Name)  
2138 General Highway  
 (Address)  
Annapolis, Maryland 21401

Attn: Gerard R. Mikulski  
 (Name of Loan Officer)  
P.O. Box 1596 101-560  
 (Address)  
Baltimore, MD 21203

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

REC 22 11-86

(1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) any accounts, property securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (4) all of Borrower's now owned and hereafter acquired "Inventory", which as herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (5) all proceeds (including insurance proceeds) and products of the above-described inventory; (6) all of Borrower's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (7) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (8) all of the actual books and records evidencing any of the above-described items of Collateral.

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

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

3.  Products of the collateral are also specifically covered.

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

DEBTOR (OR ASSIGNOR)

DEBTOR (OR ASSIGNOR)

Annapolis Discount Tires, Inc (Seal)

\_\_\_\_\_  
(Seal)

Stuart E. Schloss VP (Seal)  
(Signature)

Steven D. Chait VP (Seal)  
(Signature)

Stuart E. Schloss, Vice President  
(Print or Type Name)

Steven D. Chait, Vice President  
(Print or Type Name)

Mailed to Secured Party

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY



11/50  
1986 DEC 22 AM 10:10

H. ERLE SCHAFFER  
CLERK

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 262028

RECORDED IN LIBER 498 FOLIO 313 ON May 26, 1986 (DATE)

1. DEBTOR

Name Homeowners & Contractors, Inc.

Address P.O. Box 369, Millersville, MD 21108

2. SECURED PARTY

Name McClung-Logan Equipment Co., Inc.

Address 4601 Washington Blvd., Baltimore, MD 21227

RECORD FEE 10.00  
POSTAGE .50

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

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

#12116011 001 T10:13  
DEC 22 86

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input 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><b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>AMCA International Finance 1117 Perimeter Center West, N-316 Atlanta, GA 30338</p>	

H. ERLE SCHAFER  
CLERK

1986 DEC 22 AM 11:35

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CLERK  
J.F. CLERK

Mailed to Secured Party

Dated November 10, 1986

Thomas B. Logan, Inc.  
(Signature of Secured Party)

Thomas B. Logan, President  
Type or Print Above Name on Above Line

10.50

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

December 8 1986

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

Description of Financing Statement hereby terminated:

Liber  
File No. 458, folio 415 Dated January 28, 1983

in the Office of Annerundel County  
(County/City and State)

DEBTOR OF DEBTORS (name and address):

NAME Nicholas Robert and Karen Marlene Eny  
ADDRESS 1272 Log Canoe Court  
Annapolis MD 21403

RECORD FEE 10.00  
POSTAGE .50  
INDEXED COMB NO 111:32  
DEC 22 86

The said Filing Office, or presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

NAVY FEDERAL CREDIT UNION  
Secured Party

By: [Signature]  
(Authorized Signature)  
Robert P. Strassheim

ASSISTANT TREASURER  
(Title)

STEVENS & ROBLER, P. A.  
Counsellors at Law  
7 Willow Street 3821  
Annapolis, Maryland 21401

10.50

Mailed to Secured Party

1986 DEC 22 AM 11:36  
H. ERLE SCHAFER  
CLERK

RECEIVED FOR RECORD  
OFFICE OF THE CLERK  
STATE OF MARYLAND

MARYLAND NATIONAL BANK

**FINANCING STATEMENT**

- 1.  To Be Recorded in the Land Records of \_\_\_\_\_
- To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3.  Not subject to Recordation Tax.
- Recordation Tax has been paid on the principal amount of \$480,000 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): 822 Central Avenue, Inc. Address(es): 9 West Mulberry Street  
Baltimore, Maryland 21201-4450

RECORD FEE 11.00  
POSTAGE .50  
#42149 0040 P01 111:50  
DEC 22 86

6. Secured Party: MARYLAND NATIONAL BANK Address: Real Estate and Mortgage Division  
Attention: Marcia Thomas-Smith 10 Light Street  
Mortgage Loan Officer Fifth Floor  
Baltimore, Maryland 21202

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

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated December 15, 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):  
822 CENTRAL AVENUE, INC.  
By: *Robert L. Wendell* (SEAL)  
Robert L. Wendell, President  
\_\_\_\_\_  
(SEAL)

Secured Party:  
MARYLAND NATIONAL BANK  
By: *Marcia Thomas-Smith* (SEAL)  
Marcia Thomas-Smith  
Mortgage Loan Officer  
\_\_\_\_\_  
Type name and title

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

853-8 ED. 1/85

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CIRCUIT COURT, A.A. COUNTY

1986 DEC 22 AM 11:52

H. ERLE SCHAFFER  
CLERK



1102

ALL that parcel or parcels of real property located in the County of Anne Arundel (5th Election District), State of Maryland, and more particularly described as follows:

Beginning for the same at the end of the first line of description being the South 05 degrees 55 minutes 05 seconds West 651.83 foot line mentioned in a deed from Eva Bell and Stewart Bell, of even date herewith, to David Wendell and Irvin Davison, thence leaving said line and Central Avenue:

1. North 84 degrees 04 minutes 55 seconds West 400.00 feet; thence running parallel to Central Avenue
2. North 05 degrees 55 minutes 05 seconds East 350.00 feet; thence
3. South 84 degrees 04 minutes 55 seconds East 400.00 feet to intersect the first line described in Parcel "A"; thence binding thereon
4. South 05 degrees 55 minutes 05 seconds West 350.00 feet to the place of beginning. Containing 3.214 acres of land more or less.

Mailed to Secured Party

FINANCING STATEMENT

BOOK 506 PAGE 263

1. Name & Address of Debtor:

RCS DEVELOPMENTS, INC.  
744~~4~~Harness Creek View  
Annapolis, Maryland 21403

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:

All the rights, alleys, ways, waters, fixtures, appurtenances, all improvements, buildings, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the Borrower and located in or upon any interest or estate in land herein conveyed and advantages belonging or in any wise appertaining to the Premises.

4. Proceeds of all collateral are covered.

5. This transaction is not subject to the recordation tax imposed by Article 81 Sections 277 and 278 of the Annotated Code of Maryland.

Debtor:

RCS DEVELOPMENTS, INC.

Secured Party:

SEVERN SAVINGS ASSOCIATION OF ANNAPOLIS, INC.

RECORD FEE 11.00  
POSTAGE .50

NOV 23 1986 AM 11:44:52  
DEC 22 86

By:

Robert C. Sholar  
Robert C. Sholar, President

By:

Alan J. Hyatt  
Alan J. Hyatt, President



RECEIVED FOR RECORD  
CLERK COUNTY CLERK  
1986 DEC 22 PM 2:55  
MERLE SCHAFER  
CLERK

Mailed to Secured Party

1150

*Financing Statement Made*  
03111886MCD  
MAD #4/A

BOOK 506 PAGE 264

H. ERLE SCHAFER  
CLERK  
1986 DEC 22 2 59 PM

ALN000 WY INDCS 0010  
00003N 001 03A 0010

FINANCING STATEMENT

265257

November 20, 1986

Debtor:

HOWARD A. LEWIS  
GALE M. LEWIS

Address:

707 Bembe Beach Road  
Annapolis, MD 21403

Secured Party:

MADISON NATIONAL BANK,  
a national banking association

1730 M Street, N.W.  
Washington, D.C. 20036  
Attn: Dorothy S. McClay,  
Vice President

RECORD FEE 12.00  
THIS DATE  
#10975 0237 402 11:42  
DEC 22 86

*filing 12-*

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, fixtures ~~and personalty of every kind and nature whatsoever~~ *und* 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 Jeffrey S. Wagner, Trustees, with such parcel of land being more particularly described in Exhibit "A" attached hereto and made a part hereof by reference ("Premises"); and

*Att. J.J.*

CR  
CLERK

(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.

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:

SECURED PARTY:

MADISON NATIONAL BANK,  
a national banking association

*Howard A. Lewis*  
Howard A. Lewis

By: *Dorothy S. McClay*  
Dorothy S. McClay,  
Vice President

*Gale M. Lewis*  
Gale M. Lewis

FILING OFFICER: After filing, please return to Secured Party at address shown above.

*12-22-86*

## SCHEDULE "A"

ALL that lot or parcel of land situate, lying and being in the Second Assessment District, Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at an iron pipe set on the east side of a 20 foot road and in the South 15 degrees 12' West 330.15 foot line of Part 1 of the conveyance from R. Tilghman Brice, III to Carl C. F. Bembe and Lillian C. Bembe, his wife, by deed dated June 10, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 474, folio 450, said beginning pipe being further located South 15 degrees 12' West 215.15 feet from a 20 inch walnut tree found at the same beginning point as in the above-mentioned conveyance; thence running from said beginning point so fixed and running through the above-mentioned conveyance, South 74 degrees 48' East 297.94 feet to intersect the wide side of a 30 foot road; thence with the same, South 15 degrees 12' West 105.0 feet to a pipe set at an intersection formed by the said west side of the 30 foot road and the north side of another 20 foot road, said pipe being North 15 degrees 12' East 10.0 feet from a pipe found at the end of the South 74 degrees 48' East 297.94 foot line of the above-mentioned conveyance; thence leaving the said 30 foot road and running along the north side of the second mentioned 20 foot road and 10 feet north of and parallel to the said South 74 degrees 48' East 297.94 foot line of said conveyance, North 74 degrees 48' West 297.94 feet to a pipe set at an intersection formed by the north side of the second-mentioned 20 foot road and the east side of the first-mentioned 20 foot road, said pipe being North 15 degrees 12' East 10.0 feet from a pipe found at the end of the said South 15 degrees 12' West 330.15 foot line of said conveyance; thence with part of said line, reversely and with the east side of the first-mentioned 20 foot road, North 15 degrees 12' East 105.0 feet to the place of beginning. Containing 0.718 of an acre, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Surveyors, in April 1968.

Exhibit "A"

(Property Description)

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)

COLOR TILE, INC.  
515 Houston Street  
Fort Worth, Texas 76102

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

MANUFACTURERS HANOVER TRUST  
COMPANY, as Agent  
270 Park Avenue  
New York, New York 10017  
Attn.: Legal Department

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

RECORD FEE 39.00  
POSTAGE 50  
M2285 0345 MI 116-51  
DEC 22 1986

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

See Schedule I attached hereto, which is hereby incorporated herein by reference.

This financing statement is, among other things, a fixture filing and covers property owned by the Debtor which is affixed to or may be affixed to real property at each of the locations set forth in Schedule II hereto, which Schedule is attached hereto and is hereby incorporated herein by reference. Schedule II hereto contains information concerning the record owner and a description of the real property to which such property is or may be affixed.

This financing statement is to be cross-indexed in the real estate records.

The value of the collateral described in this financing statement which is subject to recordation tax in this county is 68,112. The Recordation tax in the amount of 3371.54 has been paid to Maryland Dept. of A. & T.

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:

Maryland, Anne Arundel

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

3950  
By: [Signature]  
Signature(s) of Debtor(s)

COLOR TILE, INC.

By: [Signature]  
BARRY W. WITT  
Vice President  
Title

MANUFACTURERS HANOVER TRUST COMPANY, as Agent  
By: [Signature]  
HANS VON HOLDE  
Vice President  
Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)



RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 DEC 22 PM 3:53

H. ERLE SCHAFFER  
CLERK

SCHEDULE I  
TO FINANCING  
STATEMENT

1. Debtor: Color Tile, Inc.
2. Secured Party: Manufacturers Hanover Trust  
Company, as Agent
3. This Financing Statement covers the following types (or items) of property:
  - (a) all Accounts (such term and all other capitalized terms set forth in this Section 3 shall have the respective meanings ascribed thereto in Section 4 hereof);
  - (b) all Chattel Paper;
  - (c) all Documents;
  - (d) all Equipment;
  - (e) all General Intangibles, including, without limitation, all Copyrights, Patents, Trademarks and the goodwill associated with such Trademarks in which the Debtor now or hereafter has any right, title or interest and, to the extent not inconsistent therewith, all Copyright Licenses, Patent Licenses and Trademark Licenses, together with all customer lists and other records of the Debtor and its subsidiaries and affiliates, as well as all rights to damages or profits due or accrued, arising out of past or future infringement of any Copyright, Patent or Trademark, together with the right to sue for or recover the same;
  - (f) all Inventory;
  - (g) to the extent not otherwise included as Equipment, all machinery, apparatus, equipment, fittings, fixtures, furniture and furnishings in which the Debtor now or hereafter has any right, title or interest located upon or affixed or to become affixed to any real property owned or leased by the Debtor, including, without limitation, any premises that may be described on Schedule II hereto, or any part thereof, and used or usable in connection with any future occupancy or use of such premises, including, but without limiting the generality of the foregoing, all heating, lighting, incinerating, loading, unloading,

garage and power equipment, tools, machine parts and supplies, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, air cooling and air conditioning apparatus, elevators, escalators, shades, awnings, screens and windows, partitions, ducts and compressors in which the Debtor now or hereafter has any right, title or interest;

(h) all other goods and personal property in which the Debtor now or hereafter has any right, title or interest, whether tangible or intangible and wherever located; and

(i) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing.

4. Capitalized terms set forth in Section 3 above shall have the following meanings:

"Accounts" shall mean all "accounts", as such term is defined in Section 9-106 of the Code (as hereinafter defined), in which the Debtor now or hereafter has any right, title or interest and, in any event, shall mean and include, but not be limited to, all accounts receivable, contract rights, book debts, notes, drafts, instruments, documents, acceptances and other forms of obligations now owned or hereafter received or acquired by or belonging or owing to the Debtor (including, without limitation, under any trade names, styles or divisions thereof) whether arising out of goods sold or services rendered by it or from any other transaction, whether or not the same involves the sale of goods or services by the Debtor (including, without limitation, any such obligation which might be characterized as an account, contract right, general intangible or chattel paper under the Uniform Commercial Code in effect in any jurisdiction) and all of the Debtor's rights in, to and under all purchase orders or receipts now owned or hereafter acquired by it for goods or services, and all of the Debtor's rights to any goods represented by any of the foregoing (including unpaid seller's rights of rescission, replevin, reclamation and stopping in transit and rights to returned, reclaimed or repossessed goods), and all moneys due or to become due to the Debtor under all contracts for the sale of goods and/or the performance of services by it (whether or not yet

earned by performance on the part of the Debtor) or in connection with any other transaction, now in existence or hereafter arising, including, without limitation, the right to receive the proceeds (including without limitation, returned or rejected goods) of said purchase orders and contracts, and all collateral security and guarantees of any kind given by any Person (as hereinafter defined) with respect to any of the foregoing.

"Chattel Paper" shall mean any and all "chattel paper", as such term is defined in Section 9-105 of the Code, in which the Debtor now or hereafter has any right, title or interest.

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect by the State of New York.

"Collateral" shall mean all of the rights, assets and types (or items) of property covered by this Financing Statement.

"Copyright License" shall mean any of the following in which the Debtor now or hereafter has any right, title or interest: (i) any written agreement, naming the Debtor as licensor or licensee, granting any right in and to any Copyright or Copyright registration in the United States or Canada or (ii) any and all present and future agreements (including, without limitation, assignments and consents), as any such agreements may from time to time be amended or supplemented, pursuant to which the Debtor now has or hereafter acquires any direct or beneficial interest in any Copyright, or is a grantor of rights to any third party with respect to any Copyright, whether as a party to any such agreement or as an assignee of any rights under any such agreement.

"Copyrights" shall mean all copyrights in published and unpublished works, now or hereafter existing, in the United States or Canada, and all applications, registrations and recordings relating thereto filed in the United States Copyright Office or in any other government office or agency anywhere in the world, in each case in which the Debtor now or hereafter has any right, title or interest, including, without limitation, (i) the right to print, reprint, publish, reproduce, sell, distribute, perform, display and make derivative

works based on works presently or hereafter owned by or licensed to the Debtor, in whole or in part, and all other rights which the Debtor presently has or hereafter acquires pursuant to any Copyright License, including, without limitation, copyright assignments, exclusive and non-exclusive licenses, publishing agreements, and (ii) all of the Debtor's right, title and interest in all physical materials embodying works with respect to which the Debtor owns or holds rights in any Copyrights, including, without limitation, plates, films, color separations and mechanical art.

"Documents" shall mean any and all "documents" and "instruments", as such terms are defined in Sections 9-105 of the Code, in which the Debtor now or hereafter has any right, title or interest.

"Equipment" shall mean all "equipment", as such term is defined in Section 9-109 of the Code, in which the Debtor now or hereafter has any right, title or interest and, in any event, shall mean and include, but shall not be limited to, all machinery, equipment, furnishings, fixtures, motor vehicles and trailers in which the Debtor now or hereafter has any right, title or interest and any and all additions, substitutions and replacements of any of the foregoing, wherever located, together with all attachments, components, parts (including spare parts), equipment and accessories installed thereon or affixed thereto.

"General Intangibles" shall mean all "general intangibles", as such term is defined in Section 9-106 of the Code, in which the Debtor now or hereafter has any right, title or interest and, in any event, shall mean and include, but not be limited to, all customer lists, Copyrights, Patents, Trademarks, the goodwill associated with such Trademarks, Copyright Licenses, Patent Licenses, Trademark Licenses, rights in intellectual property, licenses and permits in which the Debtor now or hereafter has any interest.

"Inventory" shall mean all "inventory", as such term is defined in Section 9-109 of the Code, in which the Debtor now or hereafter has any right, title or interest and, in any event, shall mean and include, but not be limited to, all inventory, merchandise, goods and other personal property now or hereafter owned by the Debtor which are held for sale or lease or are furnished or are to be

furnished under a contract of service or which constitute raw materials, work in process or materials used or consumed or to be used or consumed in the Debtor's business, or the processing, packaging, delivery or shipping of the same, and all finished goods.

"Patent License" shall mean any of the following in which the Debtor now or hereafter has any right, title or interest: any written agreement, naming the Debtor as licensor or licensee, granting any right to practice any invention on which a Patent is in existence.

"Patents" shall mean all of the following in which the Debtor now or hereafter has any right, title or interest: (i) all letters patent of the United States or Canada, and all applications for letters patent of the United States or Canada, and (ii) all reissues or extensions of such letters patent and all continuations, continuations-in-part or divisions of such applications.

"Person" shall mean an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an unincorporated association, a joint venture, any nation or government, any state or other political subdivision thereof or any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, or any other entity of whatever nature.

"Proceeds" shall mean "proceeds", as such term is defined in the Code and, in any event, shall mean and include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Debtor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any Person, corporation, agency, authority or other entity acting under color of governmental authority), (iii) any claim of the Debtor against third parties (A) for past, present or future infringement or dilution of any Copyright or for breach of any Copyright License, (B) for past, present or future

infringement of any Patent or breach of any Patent License or (C) for past, present or future infringement or dilution of any Trademark or Trademark License or for injury to the goodwill associated with any Trademark or for breach of any Trademark License and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Trademark License" shall mean any of the following in which the Debtor now or hereafter has any right, title or interest: any written agreement, naming the Debtor as licensor or licensee, granting any right to use any Trademark and the goodwill associated therewith in the United States or Canada.

"Trademarks" shall mean all of the following in which the Debtor now or hereafter has any right, title or interest: (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, labels and other source or business identifiers, and the goodwill associated therewith in the United States or Canada, on which any of the foregoing have appeared or appear, now existing or hereafter adopted or acquired, all registrations and recordings thereof (other than registrations and recordings made outside the United States and Canada), and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or Canada or any political subdivision thereof and (ii) all renewals thereof.

SCHEDULE II  
TO FINANCING  
STATEMENT

Store No. 8777  
Location: Glen Burnie, MD  
Record Owner: Jefferson  
Standard Life Insurance Company

BOOK 506 PAGE 273

All those lots or parcels of land situate in the Fifth Election District of Anne Arundel County, State of Maryland, being known and designated as Lots Nos. 1, 2, 3, and 4, in Block No. 72-A, as shown on an Amended Plat of Part of Glen Burnie, recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 1, Rod A-7, Plat No. 7. Being a portion of that property which, by deed dated August 11, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 774, folio 399, was granted and conveyed by Robert Chuckrow and wife unto Robert Chuckrow Construction Co., Inc.

Store No. 9046  
Location: Annapolis, Md  
Recor Owner: Kinney Shoe Corp.

SCHEDULE II  
TO FINANCING  
STATEMENT

BOOK 506 PAGE 274

85 Forest Drive  
Annapolis, MD

Mailed to Secured Party

2

265259

BOOK 506 PAGE 275

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) <b>COLOR TILE SUPERMART, INC.</b> 515 Houston Street Fort Worth, Texas 76102	2. Secured Party(ies) and address(es) <b>MANUFACTURERS HANOVER TRUST COMPANY, as Agent</b> 270 Park Avenue New York, New York 10017 Attn.: Legal Department	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 39.00 POSTAGE .50 1986 DEC 22 11:52
4. This financing statement covers the following types (or items) of property:  See Schedule I attached hereto, which is hereby incorporated herein by reference.  This financing statement is, among other things, a fixture filing and covers property owned by the Debtor which is affixed to or may be affixed to real property at each of the locations set forth in Schedule II hereto, which Schedule is attached hereto and is hereby incorporated herein by reference. Schedule II hereto contains information concerning the record owner and a description of the real property to which such property is or may be affixed.  This financing statement is to be cross-indexed in the real estate records. The value of the collateral described in this financing statement which is subject to recordation tax in this county is 68,112. The Recordation tax in the amount of <u>3371.54</u> has been paid to Maryland Dept. of A. & T.		5. Assignee(s) of Secured Party and Address(es) DEC 22 86 G E m
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: Maryland, Anne Arundel
Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input checked="" type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
By: <u>Anthony Greco</u> Signature(s) of Debtor(s) Filing Officer Copy-Alphabetical	ANTHONY GRECO Vice President Title	By: <u>Karen Jolley</u> Signature(s) of Secured Party(ies) KAREN JOLLEY Vice President Title STANDARD FORM - FORM UCC-1. (For Use In Most States)

RECEIVED FOR RECORD  
CLERK COURT HOUSE COUNTY

1986 DEC 22 PM 3:53

H. ERLE SCHAFFER  
CLERK



SCHEDULE I  
TO FINANCING  
STATEMENT

BOOK 506 PAGE 276

1. Debtor: Color Tile Supermart, Inc.
2. Secured Party: Manufacturers Hanover Trust Company, as Agent
3. This Financing Statement covers the following types (or items) of property:
  - (a) all Accounts (such term and all other capitalized terms set forth in this Section 3 shall have the respective meanings ascribed thereto in Section 4 hereof);
  - (b) all Chattel Paper;
  - (c) all Documents;
  - (d) all Equipment;
  - (e) all General Intangibles, including, without limitation, all Copyrights, Patents, Trademarks and the goodwill associated with such Trademarks in which the Debtor now or hereafter has any right, title or interest and, to the extent not inconsistent therewith, all Copyright Licenses, Patent Licenses and Trademark Licenses, together with all customer lists and other records of the Debtor and its subsidiaries and affiliates, as well as all rights to damages or profits due or accrued, arising out of past or future infringement of any Copyright, Patent or Trademark, together with the right to sue for or recover the same;
  - (f) all Inventory;
  - (g) to the extent not otherwise included as Equipment, all machinery, apparatus, equipment, fittings, fixtures, furniture and furnishings in which the Debtor now or hereafter has any right, title or interest located upon or affixed or to become affixed to any real property owned or leased by the Debtor, including, without limitation, any premises that may be described on Schedule II hereto, or any part thereof, and used or usable in connection with any future occupancy or use of such premises, including, but without limiting the generality of the foregoing, all heating, lighting, incinerating, loading, unloading,

BOOK 506 PAGE 277

garage and power equipment, tools, machine parts and supplies, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, air cooling and air conditioning apparatus, elevators, escalators, shades, awnings, screens and windows, partitions, ducts and compressors in which the Debtor now or hereafter has any right, title or interest;

(h) all other goods and personal property in which the Debtor now or hereafter has any right, title or interest, whether tangible or intangible and wherever located; and

(i) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing.

4. Capitalized terms set forth in Section 3 above shall have the following meanings:

"Accounts" shall mean all "accounts", as such term is defined in Section 9-106 of the Code (as hereinafter defined), in which the Debtor now or hereafter has any right, title or interest and, in any event, shall mean and include, but not be limited to, all accounts receivable, contract rights, book debts, notes, drafts, instruments, documents, acceptances and other forms of obligations now owned or hereafter received or acquired by or belonging or owing to the Debtor (including, without limitation, under any trade names, styles or divisions thereof) whether arising out of goods sold or services rendered by it or from any other transaction, whether or not the same involves the sale of goods or services by the Debtor (including, without limitation, any such obligation which might be characterized as an account, contract right, general intangible or chattel paper under the Uniform Commercial Code in effect in any jurisdiction) and all of the Debtor's rights in, to and under all purchase orders or receipts now owned or hereafter acquired by it for goods or services, and all of the Debtor's rights to any goods represented by any of the foregoing (including unpaid seller's rights of rescission, replevin, reclamation and stopping in transit and rights to returned, reclaimed or repossessed goods), and all moneys due or to become due to the Debtor under all contracts for the sale of goods and/or the performance of services by it (whether or not yet

earned by performance on the part of the Debtor) or in connection with any other transaction, now in existence or hereafter arising, including, without limitation, the right to receive the proceeds (including without limitation, returned or rejected goods) of said purchase orders and contracts, and all collateral security and guarantees of any kind given by any Person (as hereinafter defined) with respect to any of the foregoing.

"Chattel Paper" shall mean any and all "chattel paper", as such term is defined in Section 9-105 of the Code, in which the Debtor now or hereafter has any right, title or interest.

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect by the State of New York.

"Collateral" shall mean all of the rights, assets and types (or items) of property covered by this Financing Statement.

"Copyright License" shall mean any of the following in which the Debtor now or hereafter has any right, title or interest: (i) any written agreement, naming the Debtor as licensor or licensee, granting any right in and to any Copyright or Copyright registration in the United States or Canada or (ii) any and all present and future agreements (including, without limitation, assignments and consents), as any such agreements may from time to time be amended or supplemented, pursuant to which the Debtor now has or hereafter acquires any direct or beneficial interest in any Copyright, or is a grantor of rights to any third party with respect to any Copyright, whether as a party to any such agreement or as an assignee of any rights under any such agreement.

"Copyrights" shall mean all copyrights in published and unpublished works, now or hereafter existing, in the United States or Canada, and all applications, registrations and recordings relating thereto filed in the United States Copyright Office or in any other government office or agency anywhere in the world, in each case in which the Debtor now or hereafter has any right, title or interest, including, without limitation, (i) the right to print, reprint, publish, reproduce, sell, distribute, perform, display and make derivative

works based on works presently or hereafter owned by or licensed to the Debtor, in whole or in part, and all other rights which the Debtor presently has or hereafter acquires pursuant to any Copyright License, including, without limitation, copyright assignments, exclusive and non-exclusive licenses, publishing agreements, and (ii) all of the Debtor's right, title and interest in all physical materials embodying works with respect to which the Debtor owns or holds rights in any Copyrights, including, without limitation, plates, films, color separations and mechanical art.

"Documents" shall mean any and all "documents" and "instruments", as such terms are defined in Sections 9-105 of the Code, in which the Debtor now or hereafter has any right, title or interest.

"Equipment" shall mean all "equipment", as such term is defined in Section 9-109 of the Code, in which the Debtor now or hereafter has any right, title or interest and, in any event, shall mean and include, but shall not be limited to, all machinery, equipment, furnishings, fixtures, motor vehicles and trailers in which the Debtor now or hereafter has any right, title or interest and any and all additions, substitutions and replacements of any of the foregoing, wherever located, together with all attachments, components, parts (including spare parts), equipment and accessories installed thereon or affixed thereto.

"General Intangibles" shall mean all "general intangibles", as such term is defined in Section 9-106 of the Code, in which the Debtor now or hereafter has any right, title or interest and, in any event, shall mean and include, but not be limited to, all customer lists, Copyrights, Patents, Trademarks, the goodwill associated with such Trademarks, Copyright Licenses, Patent Licenses, Trademark Licenses, rights in intellectual property, licenses and permits in which the Debtor now or hereafter has any interest.

"Inventory" shall mean all "inventory", as such term is defined in Section 9-109 of the Code, in which the Debtor now or hereafter has any right, title or interest and, in any event, shall mean and include, but not be limited to, all inventory, merchandise, goods and other personal property now or hereafter owned by the Debtor which are held for sale or lease or are furnished or are to be

furnished under a contract of service or which constitute raw materials, work in process or materials used or consumed or to be used or consumed in the Debtor's business, or the processing, packaging, delivery or shipping of the same, and all finished goods.

"Patent License" shall mean any of the following in which the Debtor now or hereafter has any right, title or interest: any written agreement, naming the Debtor as licensor or licensee, granting any right to practice any invention on which a Patent is in existence.

"Patents" shall mean all of the following in which the Debtor now or hereafter has any right, title or interest: (i) all letters patent of the United States or Canada, and all applications for letters patent of the United States or Canada, and (ii) all reissues or extensions of such letters patent and all continuations, continuations-in-part or divisions of such applications.

"Person" shall mean an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an unincorporated association, a joint venture, any nation or government, any state or other political subdivision thereof or any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, or any other entity of whatever nature.

"Proceeds" shall mean "proceeds", as such term is defined in the Code and, in any event, shall mean and include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Debtor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any Person, corporation, agency, authority or other entity acting under color of governmental authority), (iii) any claim of the Debtor against third parties (A) for past, present or future infringement or dilution of any Copyright or for breach of any Copyright License, (B) for past, present or future

furnished under a contract of service or which constitute raw materials, work in process or materials used or consumed or to be used or consumed in the Debtor's business, or the processing, packaging, delivery or shipping of the same, and all finished goods.

"Patent License" shall mean any of the following in which the Debtor now or hereafter has any right, title or interest: any written agreement, naming the Debtor as licensor or licensee, granting any right to practice any invention on which a Patent is in existence.

"Patents" shall mean all of the following in which the Debtor now or hereafter has any right, title or interest: (i) all letters patent of the United States or Canada, and all applications for letters patent of the United States or Canada, and (ii) all reissues or extensions of such letters patent and all continuations, continuations-in-part or divisions of such applications.

"Person" shall mean an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an unincorporated association, a joint venture, any nation or government, any state or other political subdivision thereof or any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, or any other entity of whatever nature.

"Proceeds" shall mean "proceeds", as such term is defined in the Code and, in any event, shall mean and include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Debtor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any Person, corporation, agency, authority or other entity acting under color of governmental authority), (iii) any claim of the Debtor against third parties (A) for past, present or future infringement or dilution of any Copyright or for breach of any Copyright License, (B) for past, present or future

BOOK 506 PAGE 281

infringement of any Patent or breach of any Patent License or (C) for past, present or future infringement or dilution of any Trademark or Trademark License or for injury to the goodwill associated with any Trademark or for breach of any Trademark License and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Trademark License" shall mean any of the following in which the Debtor now or hereafter has any right, title or interest: any written agreement, naming the Debtor as licensor or licensee, granting any right to use any Trademark and the goodwill associated therewith in the United States or Canada.

"Trademarks" shall mean all of the following in which the Debtor now or hereafter has any right, title or interest: (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, labels and other source or business identifiers, and the goodwill associated therewith in the United States or Canada, on which any of the foregoing have appeared or appear, now existing or hereafter adopted or acquired, all registrations and recordings thereof (other than registrations and recordings made outside the United States and Canada), and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or Canada or any political subdivision thereof and (ii) all renewals thereof.

SCHEDULE II  
TO FINANCING  
STATEMENT

Store No. 8777  
Location: Glen Burnie, MD  
Record Owner: Jefferson  
Standard Life Insurance Company

BOOK 506 PAGE 282

All those lots or parcels of land situate in the Fifth Election District of Anne Arundel County, State of Maryland, being known and designated as Lots Nos. 1, 2, 3, and 4, in Block No. 72-A, as shown on an Amended Plat of Part of Glen Burnie, recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 1, Rod A-7, Plat No. 7. Being a portion of that property which, by deed dated August 11, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 774, folio 399, was granted and conveyed by Robert Chuckrow and wife unto Robert Chuckrow Construction Co., Inc.

BOOK 506 PAGE 283

Store No. 9046  
Location: Annapolis, Md  
Recor Owner: Kinney Shoe Corp.

SCHEDULE II  
TO FINANCING  
STATEMENT

85 Forest Drive  
Annapolis, MD

Mailed to Secured Party

2

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

Roll No. 436 Page No. 347  
Identification No. 237477 Dated 4/20/81

1. Debtor(s) { Ruppert Brothers of Maryland, Inc.  
Name or Names—Print or Type  
P. O. Box 304, Severna Park, Maryland 21146  
Address—Street No., City - County State Zip Code

2. Secured Party { Owens-Corning Fiberglas Corp.  
Name or Names—Print or Type  
Fiberglas Tower, Toledo, Ohio 43659  
Address—Street No., City - County State Zip Code

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

4. Check Applicable Statement:

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

RECORD FEE 10.00  
POSTAGE .50  
#11085 0666 R02 110:51  
DEC 23 86

1986 DEC 23 AM 11:25  
H. ERLE SCHAFER  
CLERK

(PX)

Dated: 11/18/86 Robert E. Young, Manager  
Name of Secured Party  
[Signature]  
Signature of Secured Party  
Owens-Corning Fiberglas Corporation  
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

Please return to Neil S. Kurlander, Esquire  
929 N. Howard Street  
Baltimore, Maryland 21201 after recordation

10:50

Mailed to Secured Party

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 456

Page No. 480

Identification No. 245096

Dated 11/18/82

1. Debtor(s) { Ruppert Brothers of Maryland, Inc.  
Name or Names—Print or Type  
601 Baltimore-Annapolis Boulevard, Suite 500,  
Address—Street No., City - County State Zip Code  
Severna Park, Maryland 21146

2. Secured Party { Owens-Corning Fiberglas Corp.  
Name or Names—Print or Type  
Fiberglas Tower, Toledo, Ohio 43659  
Address—Street No., City - County State Zip Code

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

4. Check Applicable Statement:

<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>

1986 DEC 23 AM 11:25  
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CLERK

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RECORD FEE 10.00  
POSTAGE 50  
#11093 6666 R02 110:49  
DEC 23 86

Dated: 11/18/86

Robert E. Young, Manager  
Name of Secured Party

[Signature]  
Signature of Secured Party

Owens Corning Fiberglas Corporation  
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

Mailed to Secured Party

Please return to: Neil S. Kurlander, Esquire  
929 N. Howard Street  
Baltimore, Maryland 21201 after recordation

10.00

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

Roll No. 456 Page No. 483  
Identification No. 245097 Dated 11/18/82

1. Debtor(s) { Ruppert Brothers of Maryland, Inc.  
Name or Names—Print or Type  
P. O. Box 304, Severna Park, Maryland 21146  
Address—Street No., City - County State Zip Code

2. Secured Party { Owens-Corning Fiberglas Corp.  
Name or Names—Print or Type  
Fiberglas Tower, Toledo, Ohio 43659  
Address—Street No., City - County State Zip Code

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

4. Check Applicable Statement:

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

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1986 DEC 23 AM 11:26  
B2

RECORD FEE 10.00  
POSTAGE .50  
#11083 0666 R02 T10:48  
DEC 23 86

Mailed to Secured Party

Dated: 11/18/86 Robert E. Young, Manager  
Name of Secured Party  
[Signature]  
Signature of Secured Party  
Owens Corning Fiberglas Corporation  
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

Please return to: Neil S. Kurlander, Esquire  
929 N. Howard Street  
Baltimore, Maryland 21201 after recordation

10:50

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

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

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
Richmarc Leasing	THE FIRST NATIONAL BANK OF MARYLAND
(Name)	Attn: Thomas B. Freeze
700 Evelyn Avenue	(Name of Loan Officer)
(Address)	P.O. Box 1596
Linthicum, Md. 21090	(Address)
	Baltimore, MD 21203

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

(1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (4) all of Borrower's now owned and hereafter acquired "Inventory", which as herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (5) all proceeds (including insurance proceeds) and products of the above-described inventory; (6) all of Borrower's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (7) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (8) all of the actual books and records evidencing any of the above-described items of Collateral.

DEC 23 86

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

RECORD FEE 11.00  
 POSTAGE 50  
 #11082 0666 R02 110:43  
 DEC 23 86

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

3.  Products of the collateral are also specifically covered.

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

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
Richmarc Leasing	First National Bank of Md.
(Seal)	(Seal)
(Signature)	(Signature)
Richard Lessans, General Partner	T. Freeze
(Print or Type Name)	(Print or Type Name)

Mailed to Secured Party

RECEIVED FOR RECORD  
COURT CLERK, A.A. COUNTY

1986 DEC 23 AM 11:26

H. ERLE SCHAFFER  
CLERK



11:50 BS-0850A-8406

255285

RECORD FEE 11.00  
POSTAGE .50  
#11080 0446 R02 110730  
DEC 23 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) Jr., Davidson, Robert W. 4933 West Chalk Point Road West River, Maryland 20778	2. Secured Party(ies) and address(es) Maryland National Bank 225 North Calvert Street Baltimore, Maryland 21202	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:  1986 Bayliner 32' HULL # BJ2A55CBD686  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:

Robert W. Davidson, Jr.

Maryland National Bank

By: Robert W. Davidson, Jr.  
Signature(s) of Debtor(s)

By: Thomas Coleman  
Signature(s) of Secured Party(ies)

Std (1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.



Mailed to Secured Party

RECEIVED FOR RECORD  
COURT, A.A. COUNTY

1986 DEC 23 AM 11:26

H. ERLE SCHAFFER  
CLERK

11.00  
2.50

FINANCING STATEMENT

- TO: \_\_\_\_\_ Financing Records, State Department of Assessments and Taxation
- \_\_\_\_\_ Financing Records, Circuit Court of Anne Arundel County, Maryland
- \_\_\_\_\_ Land Records, Circuit Court of Anne Arundel County, Maryland
- \_\_\_\_\_ Financing Records, Circuit Court of Montgomery County, Maryland

-----  
NOT SUBJECT TO RECORDATION TAX  
-----

The appropriate amount of recordation taxes has been paid in connection with the recording of a Deed of Trust among the land records of the jurisdiction in which the land herein described is located and granting to the Secured Party, as security for the loan herein described, a security interest in the same property as described in this instrument.

-----  
THIS FINANCING STATEMENT, dated the 15th day of December, 1986, is presented for filing pursuant to the Maryland Uniform Commercial Code.

1. Debtor's name and address:

GREENTREE APARTMENTS LIMITED PARTNERSHIP (formerly Greentree Associates)  
c/o The Artery Organization  
7200 Wisconsin Avenue, Suite 1100  
Chevy Chase, Maryland 20815

2. Secured Party's name and address:

YORK ASSOCIATES, INC.  
3201 New Mexico Avenue, N.W.  
Washington, D.C. 20016

RECORD FEE 16.00  
POSTAGE 50  
740452 0345 001 12:06  
DEC 23 86

4. Maturity date of obligation: January 1, 2022.

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

All of the goods, equipment, furnishings, furniture, fixtures, chattels and articles of personal property, including, without limitation, all building materials and supplies, furnaces, boilers, oil burners, refrigeration, air-condition and sprinkler systems, awnings, screens, window shades, motors, dynamos, incinerators, plants and shrubbery, and all other equipment, machinery, appliances, fittings and fixtures, owned or hereafter from time to time acquired by the Debtor, together with all substitutions, replacements, additions, attachments, accessories, accretions, their component parts thereto or thereof, all other items of like property and all accounts and contract rights covering or relating to any or all thereof, whether now in existence or hereafter arising,

RECORDATION CLERK  
ANNE ARUNDEL COUNTY  
1986 DEC 23 PM 12:08  
H. ERLE SCHAFFER  
CLERK

16  
2

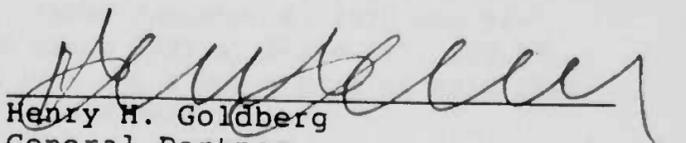
and relating to, situated or located on, or used or usable in connection with the operation of Seven Springs Village Apartments, located in College Park, Maryland

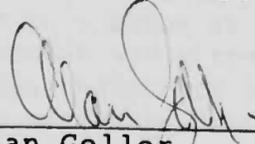
- 6. (If collateral is goods which are to become fixtures) The above described goods are affixed or to be affixed to:

See Exhibit "A" attached hereto.

DEBTOR

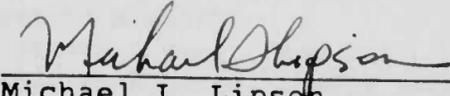
GREENTREE APARTMENTS LIMITED PARTNERSHIP (formerly Greentree Associates), a Maryland limited partnership

By:   
Henry H. Goldberg  
General Partner

By:   
Alan Geller  
General Partner

SECURED PARTY

YORK ASSOCIATES, INC.,  
a District of Columbia Corporation

By:   
Michael I. Lipson  
Executive Vice President

BEING part of Plat One as shown on a plat of subdivision entitled, "Plat One, Greentree" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 57 as Plat No. 2 and part of Plat Two as shown on a plat of subdivision entitled, "Plat Two, Greentree" and recorded among the aforesaid Land Records in Plat Book 57 as Plat No. 3, and being more particularly described as follows:

BEGINNING for the same at an iron pipe found in the North 52° 53' 00" West, 271.53 foot plat line as shown on the aforesaid Plat One, 259.64 feet from the beginning of said line, said pipe also being in the first or South 44° 56' 00" East 272.07 foot line as described in a Deed from Mary Thelma Johns, et. vir. to Berea Baptist Church, dated January 14, 1970 and recorded among the aforesaid Land Records in Liber 2327 at folio 653, 259.64 feet from the end thereof, running thence with and along a part of said plat line and reversely with and along a part of said deed line

1. North 52° 53' 00" West, 11.89 feet to a point at the beginning of the northwesterly or 205.40 foot arc plat line of the aforesaid Plat One and running thence with said line and an extension thereof to include the northwesterly or 110.25 foot arc plat line of the aforesaid Plat Two, said lines also being the southeasterly line of Glen Burnie By-Pass Expressway
2. 315.64 feet along the arc of a curve deflecting to the right, having a radius of 5654.59 feet and a chord bearing North 35° 03' 42" East, 315.60 feet to a point; thence continuing with the outline of said Plat Two the six following six (6) courses and distances:
  3. South 39° 36' 30" East, 218.55 feet to a point;
  4. North 37° 02' 40" East, 426.08 feet to a point;
  5. South 27° 57' 30" East 1590.34 feet to a point;
  6. South 39° 50' 00" West, 99.89 feet to a point;
  7. South 85° 10' 50" West, 239.25 feet to a point; and
  8. North 27° 51' 00" West, 197.52 feet to a point; thence crossing said Plat Two, the following five (5) courses and distances:
    9. North 22° 02' 22" West, 98.04 feet to a point;
    10. North 62° 05' 45" East, 166.20 feet to a point;
    11. North 26° 00' 23" West, 242.68 feet to a point;
    12. South 67° 32' 18" West, 361.86 feet to a point; and
    13. North 89° 40' 10" West, 319.90 feet to a point in the easterly line of Green Branch Lane as shown on the aforesaid Plat Two; thence with said line
  14. 120.00 feet along the arc of a curve deflecting to the right, having a radius of 580.00 feet and a chord bearing North 28° 38' 38" East 119.79 feet to a point; thence crossing said Green Branch Lane
  15. North 55° 25' 44" West, 60.00 feet to a point in the westerly line of said Green Branch Lane' thence with said line
  16. North 34° 34' 16" East, 96.84 feet to a point of curvature; and
  17. 187.19 feet along the arc of a curve deflecting to the left, having a radius of 350.00 feet and a chord bearing North 19° 14' 58" East, 184.97 feet to a point; thence crossing the aforesaid Plat One, the following three (3) courses and distances:
    18. North 58° 03' 51" West, 147.32 feet to a point;
    19. South 31° 56' 09" West, 45.00 feet to a point; and
    20. North 58° 03' 51" West, 57.84 feet to a point in the northwesterly or North 34° 23' 00" East, 343.08 foot plat line of the aforesaid Plat One; thence with the outline of said Plat One
  21. North 34° 23' 00" East, 22.76 feet to a point; and
  22. North 52° 53' 00" West, 259.64 feet to the place of beginning, containing 706,544 square feet or 16.2200 acres of land.

BOOK 506 PAGE 292

265287

FINANCING STATEMENT

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

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

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

Maturity date (if any)

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

Claude W. Stripling  
Theresa Stripling

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
--	------------	---------------	-------------	--------------

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

Being known and designated as Lot numbered 26 as shown on a plat prepared by J. R. McCrone, Jr., Inc. Registered Professional Engineer dated 12/12/66 entitled "Proposed Re-Subdivision of lots 8, 10 and 12 Rockville, Third District of Anne Arundel County, Elizabeth Madary Prop." (the Subdivision of said Rockville being recorded in Plat Book No. 25 at page 32) said resubdivision plat of said Lots being now of record among the Land Records of said County in Liber MSH No. 2046, folio 106.

RECORD FEE 12.00  
POSTAGE .50  
#11107 C040 R02 112:03  
DEC 23 86

RETURN TO:

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

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING The underlying secured transaction (s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor (s) or assignor (s)

<u>Claude W. Stripling</u> Claude W. Stripling	_____ (Seal) (Corporate, Trade or Firm Name)
<u>Theresa Stripling</u> Theresa Stripling	_____ Signature of Secured Party or Assignee
_____ (Type or print name under signature)	_____ (Owner, Partner or Officer and Title) (Signatures must be in ink)



RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 DEC 23 PM 12:36

H. ERLE SCHAFER  
CLERK

Mailed to Secured Party

12.00 .50

265288

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 50,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Lilly Yacht Maintenance Co., Inc.

519 Chester Ave.  
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 equipment, inventory & accounts receivable now owned or hereafter acquired and all proceeds (cash & non-cash) of such equipment, inventory and accounts receivable, also including but not limited to 1 used Lima 50 ton truck crane, Model 500TC, Serial # 48782.

- 2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

RECORD FEE 11.00  
 RECORD TAX 350.00  
 POSTAGE .50  
 #11143 0237 R02 113:54  
 DEC 23 86

- 3.  Proceeds } of the collateral are also specifically covered.  
 Products }

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Lilly Yacht Maintenance Co., Inc.

FARMERS NATIONAL BANK OF MARYLAND

BY:

*James R. Lilly Pres.*

BY:

*Luan P. Cohen*

Type or print names under signatures

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



RECEIVED FOR RECORD  
CLERK COUNTY

1986 DEC 23 PM 1:56

H. ERLE SCHAFFER  
CLERK

Mailed to Secured Party

11.90  
350.00  
3.20

265289

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax  
 Subject to Recordation Tax; Principal  
Amount is \$ 25,000.00

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

Name of Debtor

Address

Watkins & Vitale, Inc.

650 Ritchie Hwy.  
Severna Park, MD 21146

SECURED PARTY

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

Attach separate list if necessary

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

1 NEW COMPUTER AIDED DRAFTING SYSTEM INCLUDING 1 SPERRY BASE IT WITH 512K RAM, 1.2 MB FLOPPY DRIVE, ~~350XXXXXXX~~, IOMEGA BERNOULLI BOX W/DUAL 20 MB CARTRIDGES, 1 VERTICOM H-16 ADAPTOR 19" HITACHI HM4619 COLOR MONITOR, D053.1 AUTOCLAD VERSION 2.5 DESIGN SYSTEM, NUMONIES 24" X 36" DIGITIZER & CALCOMP 1043 PLOTTER AND ALL OTHER EQUIPMENT NOW OWNED OR HEREAFTER ACQUIRED.

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.

RECORD FEE 11.00  
RECORD TAX 175.00  
POSTAGE 50  
#111164 0237 R02 11:55  
DEC 23 86

Debtor (or Assignor)

Secured Party (or Assignee)

WATKINS & VITALE, INC.

FARMERS NATIONAL BANK OF MARYLAND

BY:

WALTER W. Beck, VICE-PRES.

BY

Luan Ocker

Type or print names under signatures

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

RECEIVED FOR RECORD  
1986 DEC 23 PM 1:56  
H. ERLE SCHAFFER  
CLERK

Mailed to Secured Party

11.22  
175.00  
50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 265291

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 December 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Nettles/Shure, Inc. t/a The Air Works
Address 1821-B Margaret 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 payment, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash and non-cash) of such inventory, equipment, accounts and other rights to payment, and general intangibles.

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)

Nettles/Shure, Inc. t/a The Air Works
By: [Signature] (Signature of Debtor)

Douglas M. Nettles
PRESIDENT
Type or Print Above Name on Above Line

By: [Signature] (Signature of Debtor)

Howard L. Shure
VICE PRESIDENT
Type or Print Above Signature on Above Line

Mailed to Secured Party

Bay National Bank

[Signature] LOAN OFFICER
(Signature of Secured Party)

M. THOMAS WARD
Type or Print Above Signature on Above Line

CLERK 23 86

RECEIVED FOR RECORD DEPT. OF REGISTERED PROFESSIONS

1986 DEC 23 PM 2:29

H. ERLE SCHAFER CLERK

12-80

FINANCING STATEMENT FORM UCC-1

Identifying File No. 265290

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 17 December 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis Typewriter Co., Inc.  
Address 2122 Forest Drive, Annapolis, MD 21401

2. SECURED PARTY

Name Bay National Bank  
Address 2661 Riva Road, Bldg. 700, Annapolis, MD 21401

RECORD FEE 11.00  
FILING FEE .50  
TOTAL FEE 11.50  
DEC 23 1986

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

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)  
All inventory, equipment, accounts and other rights to payment, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash and non-cash) of such inventory, equipment, accounts and other rights to payment, and general intangibles.

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Annapolis Typewriter Co., Inc.  
*Kay L. Davidson*  
(Signature of Debtor)

Kay L. Davidson, President  
Type or Print Above Name on Above Line  
*Edward R. Davidson*  
(Signature of Debtor)

Edward R. Davidson, Vice President  
Type or Print Above Signature on Above Line

IT SD

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



RECEIVED FOR RECORD  
CIRCUIT COURT, H.A. COUNTY

1986 DEC 23 PM 2:29

H. ERLE SCHAFFER  
CLERK

BC-4769

5

265292

To Be Recorded In The Land Records  
And In The Chattel Records Of The  
Local Jurisdiction And Among The  
Financing Statement Records Of The  
State Department Of Assessments  
And Taxation.

Subject To Recording Tax On  
Principal Amount Of \$2,500,000.00  
Which Was Paid To The Clerk Of The  
Circuit Court Of Anne Arundel County,  
Maryland Upon The Filing Of A Deed  
Of Trust.

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

1. **DEBTORS:**

**LEGUM CROMWELL JOINT VENTURE**  
c/o Parkway Industrial Center  
7223 Parkway Drive  
Dorsey, Maryland 21076

RECORD FEE 20.00  
POSTAGE 50  
#11183 0237 R02 T15:22  
DEC 23 96

2. **SECURED PARTY:**

**THE FIRST NATIONAL BANK OF MARYLAND**  
25 South Charles Street, 21st Floor  
Baltimore, Maryland 21201

Attention: Jesse D. Gardner,  
Loan Officer  
BANC 101-820

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 property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on

1986 DEC 23 PM 3:24  
H. ERLE SCHAFER  
CLERK

20.925

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.

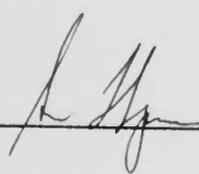
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, 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, being those same lots of ground and improvements thereon described in a Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction 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. Exhibit A attached hereto consists of  1  page(s).

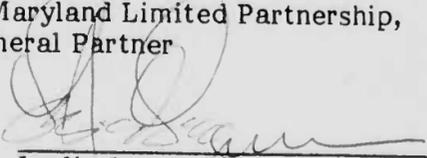
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

**DEBTOR:**

LEGUM CROMWELL JOINT VENTURE,  
A Maryland Joint Venture

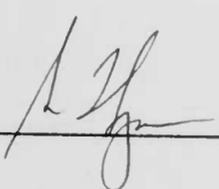
By: Parkway Industrial Center Limited  
Partnership,  
A Maryland Limited Partnership,  
General Partner

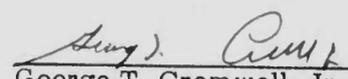
  
\_\_\_\_\_

By:  (SEAL)  
Leslie Legum,  
General Partner

Date: December \_\_, 1986

By: Cromwell Farms, Inc.,  
A Maryland Corporation,  
General Partner

  
\_\_\_\_\_

By:  (SEAL)  
George T. Cromwell, Jr.,  
President

Date: December 11, 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.: (JMS) 5758

5758  
C-01.81



EXHIBIT A

BOOK 506 PAGE 300

BEING KNOWN AND DESIGNATED as Lot No. 4, as shown on a Plat entitled, Resubdivision of Plat Two, "BUSINESS PARK AT THE AIRPORT, Area Two-Lots 4 & 5, Sheet 2 of 2, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 105, at folio 8.

Filed to Secured Party  
Secured Party

FINANCING STATEMENT

NAME AND ADDRESS OF DEBTOR:

Mr. Arthur League  
73934 Crain Highway  
Glen Burnie, MD 21061

RECORDED  
FEE  
11.00

NAME AND ADDRESS OF SECURED PARTY:

Mr. Frank Smith  
392 Phirne Road  
Glen Burnie, MD 21061

INDEXED  
11/24/86  
DEC 23 1986

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

The interest of Debtor in all equipment and tangible personal property of every kind and nature whatsoever, now or hereafter located on or contained in or upon the premises known as 73934 Crain Highway, Glen Burnie, Maryland 21061, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, including, stock (inventory), furniture, chinaware, silverware, kitchenware and utensils, drapes, rugs and carpets and all and every other manner of chattel, equipment or personal property used in or about the premises known as 73934 Crain Highway, Glen Burnie, Maryland 21061, which is the location of the business formerly known as Pioneer Restaurant.

2. Proceeds and products of the collateral are covered.

3. The above described goods, property, interests and rights are located at 73934 Crain Highway, Glen Burnie, Maryland 21061.

4. The underlying transaction is not subject to the tax imposed by Title 12 of the Tax Property Article of the Annotated Code of Maryland.

DEBTOR

Dated: December 23rd, 1986

By: Arthur V. League  
Mr. Arthur League

Return to: Franch, Earnest & Cowdrey, P.A.  
P.O. Box 827  
Annapolis, MD 21404

23dz

Mailed to Secured Party

1150



RECEIVED FOR RECORD  
CLERK'S OFFICE  
ST. MARY'S COUNTY

1986 DEC 23 PM 4:03

H. ERLE SCHAFER  
CLERK

TO BE FILED AND RECORDED IN:

BOOK 506 PAGE 302

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

Not Subject to  
Recordation Tax

DATED: December 18, 1986

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security in the same loan securing a debt in the principal amount of \$175,000.00.

FINANCING STATEMENT

1. Debtor Address of all Debtors

KOWOLF PARTNERSHIP

Suite 406 Heaver Plaza  
Lutherville, Maryland 21093

RECORD FEE 14.00  
STAMP FEE .50  
1986 DEC 23 PM 11:18  
DEC 23 86

2. Secured Party: Address of Secured Party:

IRVINGTON FEDERAL SAVINGS  
& LOAN ASSOCIATION

7711 Quarterfield Road  
Glen Burnie, Maryland 21061  
Attention: William J. Ottey

1986 DEC 23 PM 4:23  
HERMIE SCHAFER  
CLERK

3. This Financing Statement covers the following items:

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

146

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

4. The aforesaid items are included as security in a Deed of Trust given by Debtor to Eugene N. Kakalec, Sr. and William J. Ottey, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing an indebtedness owed by Debtor to Irvington Federal Savings & Loan Association.

5. Proceeds of the above collateral are covered hereunder.

6. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon being known as No. 827 Nursery Road, Anne Arundel County, Maryland, as described on Exhibit A attached hereto and made a part hereof and as described in and conveyed by Debtor in the Deed of Trust recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust constituting the Security Agreement to this secured transaction.

DEBTOR

SECURED PARTY

KOWOLF PARTNERSHIP

IRVINGTON FEDERAL SAVINGS &  
LOAN ASSOCIATION

BY: Morris H. Wolf  
Morris H. Wolf  
General Partner

BY: Eugene N. Kakalec, Sr.  
Eugene N. Kakalec, Sr. President

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

JSS/av/0410V

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

Roll No. EAC 498 Page No. 138 Identification No. 261901 Dated April 30, 1986

1. Debtor(s) KOWOLF PARTNERSHIP Name or Names—Print or Type Suite 426-1307 York Road, Lutherville, Maryland 21093 Address—Street No., City - County State Zip Code 2. Secured Party BALTIMORE SAVINGS AND LOAN ASSOCIATION, INC. Name or Names—Print or Type One East Redwood Street, Baltimore, Maryland 21202 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) 4. Check Applicable Statement:

RECORD FEE 10.00 POSTAGE 50 2345 001 116420

A. Continuation [ ] B. Partial Release [ ] C. Assignment [x] D. Other: [ ]

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION 7711 Quarterfield Road Glen Burnie, Maryland 21061

REC 23 86 1986 DEC 23 PM 4:23 H. ERLE SCHAFER CLERK

Mailed to Secured Party

Dated: 12/17/80 BY: Seymour Sussman, President Type or Print (Include Title if Company)

1050

MTC#195360

FINANCING STATEMENT

BOOK 506 PAGE 306

265296

TO BE RECORDED IN THE FINANCING  
STATEMENT RECORDS OF THE MARYLAND  
STATE DEPARTMENT OF ASSESSMENTS AND  
TAXATION, ~~AND IN THE LAND RECORDS~~  
AND FINANCING STATEMENT RECORDS  
OF ANNE ARUNDEL COUNTY, MARYLAND

NOT SUBJECT TO  
RECORDATION TAX

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

1. NAME AND ADDRESS OF DEBTOR: Reva Road Limited Partnership  
c/o Virginia Properties  
Associates, Inc.  
2000 15th Street, North  
Arlington, Virginia 22201
2. NAME AND ADDRESS OF SECURED PARTY: First American Bank of  
Virginia  
1970 Chain Bridge Road  
McLean, Virginia 22102
3. This Financing Statement covers the items of  
collateral described in the attached Schedule of Collateral.
4. The above described personal property is to be  
affixed to the real property described on Exhibit "A" attached  
hereto.
5. This Financing Statement gives notice of and  
perfects a security interest granted by Debtor to Secured Party  
(or for the benefit of Secured Party) under and pursuant to a  
Deed of Trust as security for a loan in the stated principal  
amount of \$7,000,000.00 (the "Loan") made by Secured Party to  
Debtor under and pursuant to such Deed of Trust.
6. Proceeds and Products of the collateral are also  
covered.
7. The appropriate amount of documentary stamps have  
been paid for in connection with the recording of a Deed of Trust

RECORD FEE 26.00  
POSTAGE .50

#11204 0237 R02 116:24  
DEC 23 96

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

26  
1986 DEC 23 PM 4:27

50  
W. ERLE SCHAFFER  
CLERK

among the land records of Anne Arundel County, Maryland which is additional security for the Loan.

Debtor:

REVA ROAD LIMITED  
PARTNERSHIP

By: Virginia Properties  
Associates, Inc.,  
General Partner

By: [Signature]  
Name: Lawrence A. Wilkes  
Title: President, V.P.

Secured Party:

FIRST AMERICAN BANK OF  
VIRGINIA

By: [Signature]  
Name: H. D. Schweizer Jr.  
Title: Vice President

To the Filing Officer: After this statement has been recorded please mail the same to:

Name and Address: John H. Toole, Esquire  
Boothe, Prichard & Dudley  
8280 Greensboro Drive  
Suite 900  
McLean, Virginia 22102

SCHEDULE OF COLLATERAL COVERED BY FINANCING STATEMENT  
BETWEEN REVA ROAD LIMITED PARTNERSHIP, AS DEBTOR, AND  
FIRST AMERICAN BANK OF VIRGINIA, AS SECURED PARTY

All of the following, whether now owned or hereafter acquired by Debtor: (a) all improvements now or hereafter attached to or placed, erected, constructed or developed on the Land (the "Land") described in Exhibit "A," attached hereto and made a party hereof (the "Improvements"); (b) all equipment, fixtures, furnishings, inventory, and articles of personal property (the "Personal Property") now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which Personal Property is or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Land or Improvements; (c) all water and water rights, timber, crops, and mineral interests pertaining to the Land; (d) all building materials and equipment now or hereafter delivered to and intended to be installed in or on the Land or the Improvements; (e) all plans and specifications for the Improvements; (f) all contracts relating to the Land, the Improvements or the Personal Property; (g) all deposits (including tenants' security deposits), bank accounts, funds, documents, contract rights, accounts, commitments, construction contracts, architectural agreements, general intangibles (including, without limitation, trademarks, trade names and symbols) and instruments, notes or chattel paper arising from or by virtue of any transactions related to the Land, the Improvements or the Personal Property; (h) all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Land, the Improvements and the Personal Property; (i) all proceeds arising from or by virtue of the sale, lease or other disposition of the Land, the Improvements or the Personal Property; (j) all proceeds (including premium refunds) of each policy of insurance relating to the Land, the Improvements or the Personal Property; (k) all proceeds from the taking of any of the Land, the Improvements, the personal Property or any rights appurtenant thereto by right of eminent domain or by private or other purchase in lieu thereof, including change of grade of streets, curb cuts or other rights of access, for any public or quasipublic use under any law; (l) all right, title and interest of Debtor in and to all streets, roads, public places, easements and rights-of-way, existing or proposed, public or private, adjacent to or used in connection with, belonging or pertaining to the Land; (m) all of the leases, rents, royalties, bonuses, issues, profits, revenues or other benefits of the Land, the Improvements or the Personal Property, including, without limitation, cash or securities deposited pursuant to leases to secure performance by the lessees

of their obligations thereunder; (n) all consumer goods located in, on or about the Land or the Improvements or used in connection with the use or operation thereof; (o) all rights, hereditaments and appurtenances pertaining to the foregoing; and (p) other interests of every kind and character that Debtor now has or any any time hereafter acquires in and to the Land, Improvements, and Personal Property described herein and all property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Debtor with respect to such property.



December 16, 1986

DESCRIPTION LOT 1  
2.213 ACRES  
REVA ASSOCIATES PROPERTY

SECOND ASSESSMENT DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

COMMENCING at a point binding on the eastern right-of-way line for Harry S. Truman Parkway (80 feet wide) as shown on a plat entitled Reva Associates Property and recorded among the plat records of Anne Arundel County, Maryland in Plat Book 81 at page 31 as Plat 4256 said point being the corner common to the State Highway Administration State Roads Commission of Maryland property and recorded among the land records of said County and State in Liber 2671 at folio 425, thence departing said right-of-way line and binding on the northerly line of said Reva Associates Property North  $74^{\circ} 48' 36''$  East 15.79 feet to the TRUE POINT OF BEGINNING said point binding on the future widening strip for Harry S. Truman Parkway as shown on said plat and continuing with said northerly line as now described by Dewberry & Davis Registered Professional Land Surveyors with meridian referenced to Maryland State Grid North

1. North  $74^{\circ} 48' 36''$  East 255.61 feet; thence
2. South  $17^{\circ} 09' 33''$  East 432.00 feet said being located North  $17^{\circ} 09' 33''$  West of 20.04 feet from the northerly right-of-way line for Riva Road (80 feet wide), thence running parallel and 20 feet to the north of said right-of-way line
3. South  $76^{\circ} 34' 21''$  West 212.94 feet; thence
4. North  $54^{\circ} 00' 43''$  West 12.79 feet intersecting the line of future widening for Harry S. Truman Parkway; thence departing said right-of-way for Riva Road and binding on the line for future widening of Harry S. Truman Parkway
5. North  $14^{\circ} 59' 30''$  West 98.71 feet; thence northwesterly 321.79 feet along the arc of a curve to the left having a radius of 1009.93 feet subtended by a chord bearing and distance of

Fairfax, VA  
Annapolis, MD  
Baltimore, MD  
Danville, VA

Gaithersburg, MD  
Landover, MD  
Manassas, VA  
Manon, VA

Morristown, TN  
Raleigh, NC  
Richmond, VA  
Woodbridge, VA

DESCRIPTION OF 2.213 ACRES  
December 16, 1986  
Page Two

BOOK 506 PAGE 311

6. North 24° 09' 22" West 320.43 feet to the True Point and Place of Beginning.

CONTAINING 2.213 acres of land.

BEING all of the property as conveyed from State Highway Administration of the Department of Transportation to Reva Associates by deed dated September 27, 1978 and recorded among the land records of Anne Arundel County, Maryland in Liber 3147 at folio 874.

Mailed to Secured Party

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Dewberry & Davis



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

Roll No. 456 Page No. 276  
 Identification No. 245151 Dated 11/23/82

1. Debtor(s) { Baltimore Home Insulation, Inc.  
 Name or Names—Print or Type  
4111 Washington Blvd., Elkridge, Maryland 21227  
 Address—Street No., City - County State Zip Code

2. Secured Party { Owens-Corning Fiberglas Corp.  
 Name or Names—Print or Type  
Fiberglas Tower, Toledo, Ohio 43659  
 Address—Street No., City - County State Zip Code

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

4. Check Applicable Statement:

RECORD FEE 10.00  
 POSTAGE 50  
 #11055 0666 R02 109127  
 DEC 23 86

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

2. Chesapeake Insulation, Inc.  
 41111 Washington Boulevard  
 Elkridge, Maryland 21227

3. Colonial Insulation, Inc.  
 3700 Progress Road  
 Norfolk, Virginia 23502

4. Wade Insulation, Inc.  
 621 West Division Street  
 Dover, Delaware 19901

5. Potomac Insulation, Inc.  
 6142 Rosehill Drive  
 Alexandria, Virginia 22310

6. Advance Insulation & Supply, Inc.  
 6529 Dickens Road  
 Richmond, Virginia 23230

7. Ruppert Brothers, Inc., t/a Atlanta Insulators  
 7055 D. Amwiler Industrial Drive  
 Doraville, Georgia 30360

8. Ruppert Brothers of Maryland, Inc.  
 601 Baltimore-Annapolis Boulevard  
 Suite 500  
 Severna Park, Maryland 21146

Dated: 11/18/86

Robert E. Young, Manager  
 Name of Secured Party

[Signature]  
 Signature of Secured Party

Owens Corning Fiberglas Corporation  
 Type or Print (Include Title if Company)

Lucas Bros. Form T-1

Mailed to Secured Party

RECEIVED FOR RECORD  
 CLERK COURT, A.A. COUNTY

1986 DEC 23 AM 11:27

H. E. REEVE  
 CLERK

Please return to: Neil Kurlander, Esquire  
 929 N. Howard Street  
 Baltimore, Maryland 21201 after

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

If transaction or transactions wholly or partially subject to 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.

265297

1. DEBTOR

Name DGM Enterprises, Inc.

Address 5187 Raynor Avenue, Linthicum Heights, MD. 21090

2. SECURED PARTY

Name NATIONAL SURETY LEASING, INC.

Address 672 Greenbriar Lane, Annapolis, MD. 21401

RECORD FEE 11.00  
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above. J 111 MI 708-49

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

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

Four (4) Oak Tables, Four (4) Putty File Drawers, Eight (8) Panels/Model 250 Three (3) Panels/Model 240, Four (4) Panels/Model 230 and Four (4) Wall Brackets

Name and address of Assignee  
DEC 24 86

CONDITIONAL SALES CONTRACT

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

DGM ENTERPRISES, INC.

Rhonda G. Meekins  
(Signature of Debtor)

Rhonda G. Meekins/President  
Type or Print Above Name on Above Line

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

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

1/50

NATIONAL SURETY LEASING, INC.

Carole Hardesty  
(Signature of Secured Party)

Carole Hardesty

Type or Print Above Signature on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD  
CLERK ROOM 1. A. A. COUNTY

1986 DEC 24 AM 11:06

H. ERLE SCHAFER  
CLERK

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

**FINANCING STATEMENT**

..... Not subject to Recordation Tax. .... To Be Recorded in The Land Records  
(For Fixtures Only).  
-xxx Subject to Recordation Tax on prin-  
cipal amount of \$ 4,000.00

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

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

<u>Name of Debtor</u>	<u>Address</u>
Walt's Service Center, Inc.	Rte. 175 & Balt.-Wash. Parkway Jessup, Maryland 20794

RECORD FEE 11.00  
POSTAGE .50  
42578 077 01 707401  
DEC 29 1986

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

THE CITIZENS NATIONAL BANK  
Fourth and Main Streets  
Laurel, Maryland

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

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

All furniture, fixtures, machinery, and equipment and all replacements thereof and additions or attachments thereto, and all Borrower's accounts receivable, contract rights and inventory, now owned or hereafter acquired, and the proceeds and products thereof.

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

COPIES FOR RECORD  
CLERK: COURT HOUSE COUNTY

1986 DEC 24 AM 11:06

H. ERLE SCHAFFER  
CLERK

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

Debtor

Secured Party (Assignee)

Walt's Service Center, Inc. ....

THE CITIZENS NATIONAL BANK

By: Robert G. Beaumont  
Robert G. Beaumont, President

By: Forrest R. McGraw  
Forrest R. McGraw  
Vice President

By: .....

Type or print all names and titles under signatures.

Mailed to Secured Party

I HEREBY CERTIFY THAT THE RECORDATION TAX  
IN THE AMOUNT OF 63.00 WAS PAID  
TO Lenne Arundel COUNTY ON  
6/27/84

~~11/28/80~~  
50

_____ To be	Recorded _____	Subject to _____	Recording _____
<u>X</u> Not to be	in Land _____	Not Subject to _____	Tax on _____
	Records _____		\$ _____

FINANCING STATEMENT

1. Debtor: S and S Partnership  
 10 Holsum Way  
 Glen Burnie, Maryland  
 Attn: Santo G. Poling

2. Secured Party: Mercantile-Safe Deposit and Trust Company  
 P.O. Box 1477  
 Two Hopkins Plaza  
 Baltimore, MD 21203  
 Attn: Stephen D. Palmer

MORTGAGE  
 #12541 0040 R01 11:37  
 DEC 24 86

3. This Financing Statement covers the following types of property:

All assets of the Debtor, whether now owned or hereafter acquired, including but not limited to, accounts, chattel paper, documents, equipment, machinery, leasehold improvements, fixtures, general intangibles, contract rights, deposits, prepayments, trademarks, patents, registered name and processes, goods, instruments, inventory, receivables, bank accounts and deposits, franchises, licenses, permits, leases, trade names, and motor vehicles, subject to security interests granted in favor of the Secured Party, including those described in the Construction Loan Agreement and the Deed of Trust and Security Agreement between the Debtor and the Secured Party dated as of December 22, 1986, and all related Loan Documents as described therein.

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

See attached Schedule.

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

6. Proceeds of collateral are covered.

7. Products of collateral are covered.

1890

DEBTOR: S and S Partnership

By: [Signature]  
 Santo G. Poling, Partner

G. L. CLERK  
 RECEIVED FOR RECORD  
 CIRCUIT COURT, A.A. COUNTY

1986 DEC 24 AM 11:48

H. ERLE SCHAFER  
CLERK

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

Linda H. Jones, Esquire  
Gallagher, Evelius & Jones  
4th Floor  
218 North Charles Street  
Baltimore, Maryland 21201

1295b

EXHIBIT 'A'

PARCEL ONE

ALL that lot of ground situate in the 5th Assessment District of Anne Arundel County and being known as Lot A as shown on the Subdivision Plat entitled 'Resubdivision of Parcels 122 and 123 Robert A. Pascal Property' prepared by C. D. Messick, Jr. and Associates, Inc. and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3298, at Pages 501 and 502, containing 2 acres of land more or less.

TOGETHER with a nonexclusive right to the use of the area adjacent to Lot A which is designated on a Plat entitled 'Storm Drain and Storm Water Management Easement' (hereinafter called the 'Easement Area') recorded among the Land Records of Anne Arundel County in Liber 3601, folio 389, containing 8,305 sq. ft. of land more or less, for the construction, maintenance, replacement and repair of sediment and storm water control facilities handling storm water drainage from lots A and B.

TOGETHER with a nonexclusive right to the use of the area designated 'Ex. 10' S.D. Easement' as shown in the aforementioned Plat entitled 'Storm Drain and Storm Water Management Easement', for the construction, maintenance, replacement and repair of a storm drain handling storm water drainage from the Easement Area.

BEING the same property which by deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, was granted and conveyed by Robert A. Pascal and Nancy W. Pascal, his wife, unto S and S Partnership, a Maryland General Partnership.

EXHIBIT 'B'

PARCEL TWO

ALL that lot of ground situate in the 5th Assessment District of Anne Arundel County and being known as Lot B as shown on the Subdivision Plat entitled 'Resubdivision of Parcels 122 and 123 Robert A. Pascal Property' prepared by C. D. Messick, Jr. and Associates, Inc. and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3298, at Pages 501 and 502, containing .97 acres more or less.

TOGETHER with the nonexclusive right to the use of area adjacent to Lot B which is designated on a Plat entitled 'Storm Drain and Storm Water Management Easement' (hereinafter called 'Easement Area') recorded among the Land Records of Anne Arundel County in Liber 3601, folio 389, containing 8,305 sq. ft. of land more or less, for the construction, maintenance, replacement and repair of sediment and storm water control facilities handling storm water drainage from Lots A and B.

TOGETHER with a nonexclusive right to use the area designated 'Ex. 10' S.D. Easement' as shown in the aforementioned Plat entitled 'Storm Drain and Storm Water Management Easement', for the construction, maintenance, replacement and repair of a storm drain handling storm water drainage from the Easement Area.

BEING that same property which by deed dated October 10, 1986 and recorded among the Land Records of Anne Arundel County in Liber 4185, folio 808 was granted and conveyed by The Drew Company, a Maryland Corporation unto S and S Partnership, a Maryland General Partnership.

Janis, Wilkinson, Snider & Goldschlager  
Post Office Box 921  
Annapolis, Maryland

Mail to

FINANCING STATEMENT

265300

1. Name of Debtor: TRIPEC ASSOCIATES LIMITED PARTNERSHIP  
Address: 908 York Road  
Towson, Maryland 21204

2. Name of Secured Party: EQUITABLE BANK, NATIONAL ASSOCIATION  
Address: 100 South Charles Street  
Baltimore, Maryland 21201  
Attn: Mark D. McAllister,  
Corporate Banking Officer

RECORD FEE 12.00  
POSTAGE .50

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

#11301 0040 102 112:26  
DEC 24 86

(a) The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the Mortgaged Property (as hereinafter defined), or used in connection with the present or future operation of the Mortgaged Property or any improvements thereon, and now owned or hereafter acquired by Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor. The term "Mortgaged Property" as used in this Financing Statement means that certain real property located in Anne Arundel County and Baltimore County, Maryland and more particularly described in a Deed of Trust dated December 22, 1986, from Debtor to Mark D. McAllister and Joseph V. Prado, Trustees, which Deed of Trust was recorded or intended to be recorded among the Land Records of Anne Arundel County and Baltimore County, Maryland contemporaneously with the filing of this Financing Statement.

(b) All of the Debtor's right, title and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all leases executed by the Debtor, as lessor, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

(c) All of the Debtor's right, title, and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all contracts of sale executed by the Debtor, as seller, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

(d) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including but not limited to, all rights to insurance and condemnation proceeds.

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

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 DEC 24 PM 12:27

H. ERLE SCHAFER  
CLERK

1 of 2

Financing Statement Rec. 2  
11:2

120

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

Debtor:

TRIEPEC ASSOCIATES LIMITED PARTNERSHIP

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

DATED: December 22, 1986

(Mr. Clerk: Return to Natalie Klaum  
Legal Assistant  
Miles & Stockbridge  
10 Light Street, Suite 1800  
Baltimore, Maryland 21202

PLEASE RECORD WITH: State Department of Assessments and Taxation  
Anne Arundel County Land Records  
Anne Arundel County Financing Statement Records  
Baltimore County Land Records  
Baltimore County Financing Statement Records

*[Handwritten mark]*

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) United Foods, Inc. 100 Dawson Avenue Bells, TN 38006	2. Secured Party(ies) and address(es) The First National Bank of Atlanta Commercial Division 2 Peachtree Street, N.W., Suite 212 Atlanta, GA 30383	For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>Receipt 18728</u> Circuit Court Clerk, Filed with <u>Anne Arundel County, MD</u> Date Filed <u>7/20</u> 19 <u>83</u>		RECORD FEE 10.00 FILING FEE .50 142743 0777 001 109-13 07/20/83
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.		

UNITED FOODS, INC.

No. of additional Sheets presented:  
THE FIRST NATIONAL BANK OF ATLANTA

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: MLN Asst. V.P.  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Mailed to Secured Party

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY  
1986 DEC 29 AM 11:00  
H. ERLE SCHAFER  
CLERK

PURCHASE MONEY

265302

FINANCING STATEMENT

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

1. Name of Debtor(s): United Growth, Inc. T/A  
 Address: Hunan Village Resturant  
 5509 A Ritchie Hwy.  
 Brooklyn Park, MD. 21225

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
 Address: ~~XXXXXXXXXXXX~~ 7984 Crain Hwy.  
~~XXXXXXXXXXXX~~ Silver Spring, Maryland 20910 Glen Burnie, MD. 21061

3. This Financing Statement covers the following types (or items) of property:  
 Dining Chairs (120)  
 Red Screen (1)

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:

H. ERLE SCHAFER  
CLERK

1986 DEC 29 AM 11:03

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

RECEIVED FOR RECORDATION  
 GENERAL FEE 12.00  
 FILING FEE 1.00  
 002776 0345 RM 110425  
 DEC 29 86

Debtor(s): United Growth, INC. T/A  
 Hunan Village Resturant  
*Peter Dang - President*  
 Peter Dang - President

Secured Party:  
 FIRST AMERICAN BANK OF MARYLAND  
 By: *Dennis L. Ortiz*  
 Dennis L. Ortiz - Asst. Vice President  
 (Type Name and Title)

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

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

Mailed to Secured Party

12  
50

FINANCING STATEMENT

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

1. Name of Debtor(s): Linda E. Mountfort  
Address: 1251 Old Dorsey Road  
Harmans, MD. 21077

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: 800 G. XXXXXXXXXXXX 7984 Crain Highway  
Silver Spring, Maryland XXXX0 Glen Burnie, MD. 21061

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

NCR PC6 Personal Computer Model 1014 S/N 17-17035733  
(1 Floppy Disc, 1 Hard Disc)

Princeton Graphics System Max 12 Monitor S/N KY-069054  
Citizen Premire Letter Quality Printer S/N 6-5104610

RECORD FEE 11.00  
POSTAGE .50  
46275 0345 001 119-25  
DEC 29 86

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

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

H. ERLE SCHAFER  
CLERK

1986 DEC 29 AM 11:03



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

Debtor(s):  
*Linda E. Mountfort*  
Linda E. Mountfort

Secured Party:  
FIRST AMERICAN BANK OF MARYLAND  
By: *Mark E. Ryder*  
Mark E. Ryder - Branch Manager  
(Type Name and Title)

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

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

Mailed to Secured Party

FINANCING STATEMENT

265304

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

RECORD FEE 13.00  
POSTAGE .50

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

RECORDED FOR RECORD  
DEC 24 86

(a) The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the Mortgaged Property (as hereinafter defined), or used in connection with the present or future operation of the Mortgaged Property or any improvements thereon, and now owned or hereafter acquired by Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor. The term "Mortgaged Property" as used in this Financing Statement means that certain real property located in Anne Arundel County and Baltimore County, Maryland and more particularly described in a Deed of Trust dated December 22, 1986, from Debtor to Mark D. McAllister and Joseph V. Prado, Trustees, which Deed of Trust was recorded or intended to be recorded among the Land Records of Anne Arundel County and Baltimore County, Maryland contemporaneously with the filing of this Financing Statement.

(b) All of the Debtor's right, title and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all leases executed by the Debtor, as lessor, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

(c) All of the Debtor's right, title, and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all contracts of sale executed by the Debtor, as seller, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

(d) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including but not limited to, all rights to insurance and condemnation proceeds.

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

RECEIVED FOR RECORD  
ANNE ARUNDEL COUNTY

1986 DEC 24 PM 12:27

1 of 2

H. ERLE SCHAFER  
CLERK

1300 3

2

L.H.J.  
Rec'd

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

Debtor:

TRIEPEC ASSOCIATES LIMITED PARTNERSHIP

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

DATED: December 22, 1986

(Mr. Clerk: Return to Natalie Klaum  
Legal Assistant  
Miles & Stockbridge  
10 Light Street, Suite 1800  
Baltimore, Maryland 21202

**Mail to**

PLEASE RECORD WITH: State Department of Assessments and Taxation  
Anne Arundel County Land Records  
Anne Arundel County Financing Statement Records  
Baltimore County Land Records  
Baltimore County Financing Statement Records

Not to be recorded in  
Land Records

Subject to Recordation Tax:  
Principal Amount is \$88,000.00

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: 12/16, 1986

FINANCING STATEMENT

RECORDING FEE 10.00  
PROPERTY TAX 50  
SALES TAX 0040 R01 112:55

- 1. Debtor: REGENCY HOMES CORPORATION  
Address: 2444 Solomons Island Road Suite E Annapolis, Maryland 21401
- 2. Secured Party: FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION  
Address: 9151 Baltimore National Pike Ellicott City, Maryland 21043

DEC 29 86

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

CLERK 7.0

(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

1986 DEC 29 PM 1:24  
H. ERLE SCHAFER  
CLERK

(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

1350



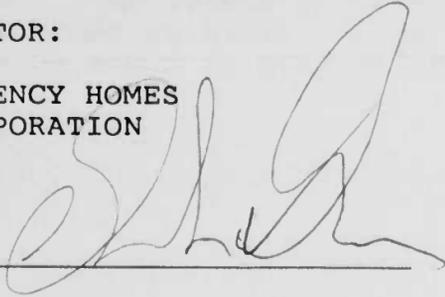
described property or any part thereof.

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

DEBTOR:

REGENCY HOMES CORPORATION

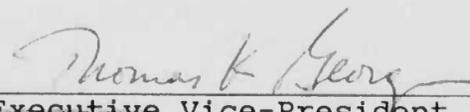
By



SECURED PARTY:

FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION

By

  
Executive Vice-President

RFS1611.176 B1

NORTH ARUNDEL TITLE CORPORATION  
200 HOSPITAL DRIVE, SUITE 113  
GLEN BURNIE, MARYLAND 21061  
(301) 763-6913

SCHEDULE A

All that plot of ground in the Second Election District of Anne Arundel County, Maryland in the Village of Eastport facing the South Side of Tyler Street and having a frontage thereon of 52 feet, more or less, being known and designated as Lot G, Section 1, on a plat of the Joseph H. Griscom property as recorded among the Land Records of Anne Arundel County with the deed from Joseph H. Griscom, Sr. to Catherine A. Griscom which is recorded in Liber J.H.H. 236, folio 51. The improvements thereon being known as 1003 Tyler Avenue.

**NORTH ARUNDEL TITLE CORPORATION**  
200 HOSPITAL DRIVE, SUITE 113  
GLEN BURNIE, MARYLAND 21061  
(301) 769-6813

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

08690-16937

SZW9/II  
12/8/86FINANCING STATEMENT

1. Name of Debtor: STONE-SNYDER GENERAL PARTNERSHIP  
Address: 836 Ritchie Highway  
Severna Park, Maryland 21146
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 December 22, 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) 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.

4. Proceeds and products of all collateral are covered.
5. Recordation tax on the principal sum of \$2,600,000 has been paid to the Clerk of the Circuit Court of Anne Arundel County upon recording of the Deed of Trust.

RECORD FEE 14.00  
14201 0040 R01 113:17  
DEC 29 86



RECEIVED FOR RECORD  
CLERK OF CIRCUIT COURT OF ANNE ARUNDEL COUNTY

1986 DEC 29 PM 1:24

H. ERLE SCHAFFER  
CLERK

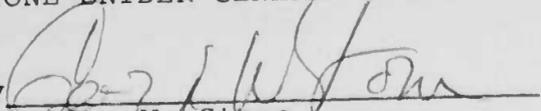
1400  
3

6. The record owner of the real property described in the Deed of Trust is Stone-Snyder General Partnership.

Debtor:

STONE-SNYDER GENERAL PARTNERSHIP

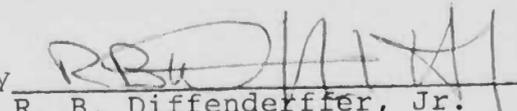
By

  
George W. Stone  
General Partner

Secured Party:

MARYLAND NATIONAL BANK

By

  
R. B. Diffenderffer, Jr.  
Vice President

Mr. Clerk: Return to Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202  
ATTN: Susan Zimmerman Whitman

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY
2. ~~WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION~~

## EXHIBIT A

PROPERTY DESCRIPTION

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

Beginning for the same on the northwest side of New Ridge Road, 80 feet wide, at the point designated ① as shown on the plat entitled "Block 'L' Parcel 'B', Baltimore Commons Business Park, Phase II", dated April 28, 1986, recorded among the Plat Records of Anne Arundel County, Maryland as Plat No. 5374 in Book 103, Page 49; thence from said place of beginning, binding on the outlines of said Parcel 'B', as shown on said Plat, the six following lines, viz: 1) North 67° 26' 21" West 19.75 feet, 2) North 85° 54' 39" West 233.30 feet, 3) North 00° 20' 37" East 833.12 feet, 4) South 88° 32' 15" East 431.26 feet, 5) South 75° 58' 38" East 25.41 feet to the northwest side of New Ridge Road, thence binding thereon, 6) South 14° 01' 22" West 865.95 feet to the place of beginning.

Containing 6.848 acres of land more or less.

Subject to a Drainage Easement adjacent to the first and part of the second herein described lines and as shown on said Plat.

Also subject to a 50 Foot Minimum Building Restriction Line adjacent to the northwest side of said New Ridge Road.

Being all of Parcel 'B', Block 'L' as shown on the plat entitled "Block 'L' Parcel 'B', Baltimore Commons Business Park, Phase II", dated April 28, 1986, recorded among the Plat Records of Anne Arundel County, Maryland as Plat No. 5374 in Book 103, Page 49.

Mail to ~~Mailed to Secured Party~~

J. B...

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-9  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 228517

RECORDED IN LIBER 415 FOLIO 317 ON Oct 4, 1979 (DATE)

1. DEBTOR

Name Prater, Virgil J and Mary K.  
Address 127 Sunwood Avenue, Glen Burnie, MD 21061

2. SECURED PARTY

Name Commercial Credit Corporation  
Address P.O. Box 549  
Timonsville, MD 21093

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

3. Maturity date of obligation (if any) 3d in full

CEPCI & FORM OF STATEMENT

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

RECORD COUNTY

1986 DEC 29 PM 2:47

H. ERLE SCHAFER  
CLERK

PL

RECORD FEE 10.00  
POSTAGE .50  
DEC 29 1986 11:47 AM

15.50

Date May 24, 1985

Peter J. Holmes  
(Signature of Secured Party)  
Peter J. Holmes  
Type or Print Above Name on Above Line

Mailed to Secured Party

Debtor or Assignor Form

FINANCING STATEMENT

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

Subject to Recordation Tax; Principal Amount is \$.....

Name of Debtor

Address

Tidewater/Baltimore, Inc.  
t/a Tidewater Annapolis

301 4th Street  
Annapolis, MD 21403

RECORD FEE 12.00  
POSTAGE .50  
#11485 0666 R02 T14:50  
DEC 29 86

SECURED PARTY

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

Attach separate list if necessary

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

A security interest in all of the debtor's inventory of new boats both now owned and hereafter acquired, together with all equipment or other necessities thereunto appertaining and belonging now or hereinafter added to or attached to said items of inventory and all substitutions and replacements of said items of inventory, equipment and necessities.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Tidewater/Baltimore, Inc.  
t/a Tidewater Annapolis

FARMERS NATIONAL  
BANK OF MARYLAND

BY: *Robert P. Brandon*  
Robert P. Brandon, Vice President

BY: *Luan P. Cohen*

Type or print names under signatures

Dated: 12/9/86

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



RECEIVED FOR RECORD  
COURT CLERK, A.A. COUNTY

Mailed to Secured Party

1986 DEC 29 PM 2:51

H. ERLE SCHAFFER  
CLERK

12.9

265308

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 27,000.00
- To be Recorded in Land Records (For Fixtures Only).

RECORD FEE 11.00

Name of Debtor  
Charles Karmosky, Inc.

Address  
1993 Moreland Parkway  
Suite 103  
Annapolis, MD 21401

Secured Party  
Farmers National Bank

Address  
5 Church Circle  
Annapolis, MD 21401

RECORD TAX 189.00  
POSTAGE .50

411486 0666 002 114151  
DEC 29 86

Assignee

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

Attach separate list if necessary

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

- 1 Compaq 386 W/40 MB RAM, 80287, 2 S/P, Ser. No. 464AJ2B0225:
- 1 Hitachi 19" High Resolution (1024 X 768) Color Monitor Ser. No. 411107-10:
- 1 Verticom High Resolution (1024 X 768) Color Graphics Controller (Keyboard)
- 1 Mouse Input Device
- 1-Hewlett-Packard 7585B Engineering A/E Plotter #254-8A-08579
- As well as software and other related equipment

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)  
Charles Karmosky, Inc.

Secured Party (or Assignee)

*CKK*  
By: Charles Karmosky, President

THE FARMERS NATIONAL  
BANK OF ANNAPOLIS

BY

*John R. Luby*  
John R. Luby

Type or print names under signatures

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

Mailed to Secured Party

RECEIVED FOR RECORD  
COURT CLERK, A.A. COUNTY

1986 DEC 29 PM 2:51

H. ERLE SCHAFER  
CLERK

11.00 189.00 3

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

Roll No. 498 Page No. 549  
Identification No. 262201 Dated June 10, 1986

1. Debtor(s) { Genderson Chevrolet, Inc.  
Name or Names—Print or Type  
138 Revell Hwy, Annapolis, Anne Arundel, Md. 21401  
Address—Street No., City - County State Zip Code

2. Secured Party { Equitable Bank, N.A., 7th floor  
Name or Names—Print or Type  
100 Light Street, Baltimore, Md. 21202  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

RECORD FEE 10.00  
POSTAGE .50  
1986 DEC 29 11:34  
DEC 29 86

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

SUBORDINATION AGREEMENT (BMW)

- See Exhibit A attached

RETURN TO:

Equitable Bank, N.A.  
100 Light Street, 7th floor  
Baltimore, Maryland 21202  
ATTN: Jane Logan

RECEIVED FOR RECORD  
CIRCUIT COURT, ANNE ARUNDEL COUNTY  
1986 DEC 29 PM 4:17  
H. ERLE SCHAFER  
CLERK

Dated: October 7, 1986 Equitable Bank, N.A.  
Name of Secured Party  
*A.J. Shaughnessy*  
Signature of Secured Party  
A.J. Shaughnessy, V.P.  
Type or Print (Include Title if Company)

A subsidiary  
of BMW AG

**BMW of North America, Inc.**



BOOK 506 PAGE 336

EXHIBIT A

September 29, 1986

Mr. A.J. Shaughness, V.P.  
Equitable Bank, N.A.  
Community Lending Division, 7th Fl.  
100 Light Street  
Baltimore, Md. 21202

RE: Genderson Chev./BMW

Dear Mr. Shaughness:

With respect to each BMW vehicle that is floorplanned by your financial institution and for which BMWNA has received payment from your institution, the security interest of BMWNA in each such vehicle shall be subordinate and junior to the perfected security interest of your financial institution.

Similarly, with respect to the above referenced dealer's parts and accessories, BMWNA will claim priority of its secured interest in parts and accessories to the extent that any dealer has an unsatisfied account to BMWNA for indebtedness arising from the sale and delivery by BMWNA to such dealer of parts and accessories on credit.

Very truly yours,

BMW of North America, Inc.

A handwritten signature in black ink, appearing to read 'T.J. Donohue', written over a horizontal line.

Thomas J. Donohue  
Regional Credit Manager

TJD/rk

**Headquarters**  
Montvale, New Jersey 07645

**Telephone**  
(201) 573-2000

**Telex**  
134521

Mailed to Secured Party

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

Roll No. 498 Page No. 549  
Identification No. 262201 Dated June 10, 1986

1. Debtor(s) } Genderson Chevrolet, Inc.  
Name or Names—Print or Type  
138 Revell Highway, Annapolis, AnneArundel, Md. 21401  
Address—Street No., City - County State Zip Code

2. Secured Party } Equitable Bank, N.A.  
Name or Names—Print or Type  
100 Light Street, Baltimore, Maryland 21202  
Address—Street No., City - County State Zip Code

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

4. Check Applicable Statement:

RECORD FEE 10.00  
POSTAGE .50  
442941 C345 101 114134  
DEC 29 1986

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

RETURN TO:

Equitable Bank, N.A.  
100 Light Street  
Baltimore, Maryland  
ATTN: Jane Logan, 7th floor

RECORD FEE  
POSTAGE  
1986 DEC 29 PM 4:17  
H. ERLE SCHAFFER  
CLERK

Dated: October 7, 1986 Equitable Bank, N.A.  
Name of Secured Party  
*A.J. Shaughnessy*  
Signature of Secured Party  
A.J. Shaughnessy, V.P.  
Type or Print (Include Title if Company)

J.F. CLERK

1050

RECORD FEE  
POSTAGE  
1986 DEC 29 PM 4:17  
HAFER

WHEREAS, GENERAL MOTORS ACCEPTANCE CORPORATION (hereinafter referred to as "GMAC") and Equitable Bank, N.A. (hereinafter referred to as "the Bank") have filed or intend to file a financing statement or statements under the Uniform Commercial Code giving notice of a possible security interest in all or some of the inventory of Genderson Chevrolet, Inc. (hereinafter referred to as "the Dealer") and the proceeds thereof; and

WHEREAS, the parties hereto desire to avoid any possible conflicting security interests arising from the filing of said financing statements,

NOW, THEREFORE, the parties hereto agree to as follows:

1. GMAC does hereby subordinate to the security interest of the Bank any security interest which it may have in New BMW inventory floor planned by Bank and the proceeds thereof. 'Proceeds' is defined to include cash and non-cash proceeds received by the Dealer upon the sale or disposition of any of the vehicle inventory financed by Bank, whether at wholesale or retail, including vehicles taken in trade, general intangibles, accounts and contract rights arising from the sale, lease or other disposition of any new BMW vehicle floor planned by Bank; however, 'Proceeds' shall not include vehicles taken in trade to the extent new value is given by GMAC to the Dealer pursuant to a used car floor planning arrangement.
2. The Bank hereby acknowledges that it claims no security interest in any inventory of the Dealer other than that portion of said Dealer's inventory comprised of New BMW vehicle inventory floor planned by Bank and the proceeds thereof. 'Proceeds' is defined to include cash and no-cash proceeds received by the Dealer upon the sale or disposition of any of the vehicle inventory financed by Bank, whether at wholesale or retail, including vehicles taken in trade, general intangibles, accounts and contract rights arising from the sale, lease or other disposition of any new BMW vehicle floor planned by Bank; however, 'Proceeds' shall not include vehicles taken in trade to the extent new value is given by GMAC to the Dealer pursuant to a used car floor planning arrangement.
3. Except as herein otherwise specifically provided, priority of the respective security interests of GMAC and the Bank shall be determined in accordance with the Uniform Commercial Code.
4. This agreement does not govern or affect the rights of either party as a purchaser of retail installment sale contracts for which new value is given and of which possession is taken in the normal course of business.
5. This agreement shall remain in effect until written notice of termination is given by either party. No notice of termination shall impair the rights or priorities of either party created or acquired hereunder prior to the receipt of the notice of termination.
6. GMAC and the Bank agree that this agreement shall be binding upon and inure to the benefit of their respective successors and assigns.

Executed this 30th day of May, 1986.

ACKNOWLEDGEMENT:

BY: [Signature]  
Genderson Chevrolet, Inc.

Mailed to Secured Party  
Equitable Bank, N.A.  
By: [Signature]  
Title: Vice President  
GENERAL MOTORS ACCEPTANCE CORPORATION  
BY: [Signature]  
Title: Asst. Secretary

265310

To Be Recorded In The Land Records And In The Financing Statement Records Of Anne Arundel County, Maryland And Among The Financing Statement Records Of The State Department of Assessments and Taxation

This Financing Statement, Securing An Indebtedness Of \$290,000.00, Is Not Subject To Recordation Tax -- Reference Is Made To A Purchase Money Deed of Trust Recorded On This Date, And A Deed Recorded On This Date With Which The Debtor Named Below Paid All Applicable Taxes.

FINANCING STATEMENT

RECORD FEE 24.00  
POSTAGE .50  
HOPPI 0345 R01 115:25  
DEC 29 86

- 1. Debtor: GEORGE M. FRENCH, SR.  
BARRY L. FRENCH  
GARY SHERMAN  
t/a "Patrick's Restaurant"  
191 Maryland Route 3  
Millersville, Maryland 21108
- 2. Secured Party: EQUITABLE BANK, N.A.  
100 South Charles Street  
Baltimore, Maryland 21201  
Attention: Jack R. Freeman,  
Vice President
- 3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:
  - a. All plant, equipment, goods, fixtures, apparatus, machinery, fittings, appliances, furniture, and furnishings, and other chattels and tangible personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the real property described below, including, by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment,

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elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery, for so long as such items are or remain personal property and not fixtures or permanent additions to the real property described below.

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

- e. All mineral rights and mining rights, as well as all minerals, dirt, sand, gravel, pebbles, stones, rocks soil and the like (including oil and gas) which have not been extracted from the real property described below.
  - f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Deed of Trust referred to below or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
  - g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property described below.
  - h. All revenues and profits, accounts, and contract rights, including any deposits of purchasers to secure payment of the contract price, of any contract of sale for all or any portion of the real property described below or personal property described above.
  - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
  - j. General intangibles (including, without limitation, all liquor licenses issued and used in the conduct of business at the real property described below).
4. The personal property described above is to be affixed to or located at the real estate described in Exhibit A, attached hereto, and incorporated herein by this reference and further described in a Purchase Money Deed of Trust of even date herewith from the Debtor to the Trustees named therein for the benefit of the Secured Party. The record owner of such real estate is George M. French, Sr., one of the Debtors.
5. The proceeds and products of the personal property described above are covered and secured hereby, as are future advances after acquired property, and any substitutions, renewals,

replacements, additions or accretions to or of any of the personal property described above, and all records relating thereto.

DEBTOR:

*George M. French, Sr.* (SEAL)  
GEORGE M. FRENCH, SR.

SECURED PARTY:  
EQUITABLE BANK, N.A.

By: *Jack R. Freeman* (SEAL)  
Jack R. Freeman,  
Vice President

The following Debtors join in the execution of this Financing Statement for purposes of granting a security interest in a Class D Beer, Wine and Liquor, Dancing and Sunday License, issued or to be issued by the Board of License Commissioners of Anne Arundel County, Maryland.

*Barry L. French* (SEAL)  
Barry L. French

*Gary Sherman* (SEAL)  
Gary Sherman

DATE: December 16, 1986

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

James C. Holman, Esquire  
Whiteford, Taylor & Preston  
1400 Union Trust Tower  
Seven St. Paul Street  
Baltimore, Maryland 21202

JCH:lc/121586  
equitable/french  
financing statement

REAL PROPERTY DESCRIPTION

All of that lot or parcel of land situated in Anne Arundel County, Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 1 of the Plat of "James Baker, et al" recorded at Plat Book 90, page 7 as Plat No. 4682 of the Land Records of Anne Arundel County, consisting of 1.013 acres more or less, designated as "C-4 Lot 1", together with the right to use in common Headquarters Drive, a forty (40') foot common use right of way shown on the James Baker Plat as aforesaid, but expressly including any fee simple interest therein, and in addition thereto, the Reserved Parcel consisting of .084 acres more or less as shown on the aforesaid James Baker Plat, which reserved parcel immediately abuts Robert Crain Highway and is triangular in shape adjoining Crain Highway and Headquarters Drive.

BEING a portion of that property conveyed by James L. Baker, Michael F. Gilligan, Brian J. Gilligan and John C. Warner unto Christopher H. Hill and Katherine M. Hill, his wife, by Deed dated April 9, 1985 and recorded among the Land Records of Anne Arundel County at Liber 3922, folio 275.

AND BEING also that parcel of property conveyed by James L. Baker, Michael F. Gilligan, Brian J. Gilligan and John C. Warner unto Christopher H. Hill and Katherine M. Hill, his wife, by a Confirmatory Deed intended to be recorded on or about this date among the Land Records of Anne Arundel County, Maryland

Mailed to Secured Party

NT-14270

(FINAN.270)

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

265311

- 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

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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.

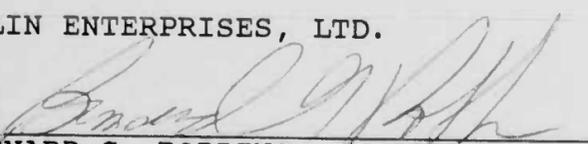
5. If collateral is crops, describe real estate.

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:   
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"

BOOK 506 PAGE 346

BEING KNOWN AND DESIGNATED as Lots Nos. 43 and 61, 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

265560

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 \$1,100,000.00 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:

Harvey L. Blonder

ADDRESS:

100-104 Main Street  
Annapolis, Maryland 21401

NAME OF SECURED PARTY:

John Hanson Savings Bank, F.S.B.

TRUSTEES:

Gerald A. Cousino  
Charles A. Dukes, Jr.  
Jerry D. Whitlock

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DEC 30 86

ADDRESS:

11700 Beltsville Drive  
Beltsville, Maryland 20705

1. This Financing Statement covers the following items of property located on that certain piece or parcel of land more particularly described on Schedule A attached hereto and made a part hereof:

- 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

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- 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 3510 SQUARE FEET ON MAIN ST. ANNAPOLIS, ANNE ARUNDEL COUNTY, MARYLAND 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: December 29, 1986

  
\_\_\_\_\_  
Harvey L. Blonder (SEAL)

AFTER RECORDATION, RETURN TO:

John Hanson Savings Bank, F.S.B.  
11700 Beltsville Drive  
Beltsville, Maryland 20705

## SCHEDULE A

18515

Beginning, for the first thereof on the Northerly side of Market Space at a distance of thirty-three and thirty-seven one-hundredths feet Easterly from the line of Main Street and running thence on the line of said Market Space North forty-six degrees East Twenty-two and fifty-four one-hundredths feet; thence North forty-four degrees West seventeen and twenty-five one-hundredths feet; thence North sixty-eight degrees West thirty-one and thirteen one-hundredths feet; thence South sixteen degrees forty minutes West eleven and fifty-one one-hundredths feet; thence South forty-four degrees East forty and twenty-five one-hundredths feet to the line of Market Space and the place of beginning.

Beginning, for the second thereof at the intersection of the lines of Main Street and Market Space and running thence with the line of Main Street seventy-three degrees twenty minutes West forty-three and ninety-nine one-hundredths feet; thence North Sixteen degrees forty minutes East sixty-two and seventy-five one-hundredths feet; thence South sixty-eight degrees East twenty-six and twenty-one hundredths feet; thence South sixteen degrees forty minutes West eleven and fifty-one one-hundredths feet; thence South forty-four degrees East forty and five one-hundredths feet to the line of Market Space; thence with the line of said Market Space thirty-three and thirty-seven one-hundredths feet to the place of beginning, and being the same property which was conveyed from G. C. Murphy Company, a body corporate of the State of Pennsylvania, unto Squire Howe by Deed dated June 1, 1941, and recorded September 19, 1941 among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. No. 242, folio 442, and by the Will of Squire Howe duly admitted to probate in the Orphans Court of Wicomico County, and there recorded in Liber J.A.H. No. 11, folio 130, passing to the First National Bank of Maryland as a part of the decedent's residuary estate.

Mailed to Secured Party

FINANCING STATEMENT

1.  To Be Recorded in the Land Records at \_\_\_\_\_  
 2.  To Be Recorded among the Financing Records at Anne Arundel County  
 3.  Not subject to Recordation Tax. 37,713.18 <sup>700</sup>  
 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ ~~38,251.98~~ 37,713.18. 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): Covington Machine and Welding, Inc. Address(es): 2015 Renard Court Annapolis, Maryland 21401

6. Secured Party: Maryland National Bank Address: Department: CLU  
 Post Office Box 987, Mailstop 500-501  
 Attention: Lisa Keller 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. RECORD FEE 11.00

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. RECORD TAX 265.00

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. FEE 50

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. RECORD FEE 110.23

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. REC 30 86

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

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

1974 P & N 20 Ton Crane Serial #36637

Debtor: Covington Machine and Welding, Inc. Secured Party: Maryland National Bank

By: Donald P. Covington (Seal) <sup>12/10/86</sup>  
Type name and title, if any  
Donald P. Covington, President

By: Clarence J. Snuggs (Seal)  
Clarence J. Snuggs  
Assistant Vice President

By: Nancy I. Covington (Seal)  
Type name and title, if any  
Nancy I. Covington, Treasurer

MARYLAND NATIONAL BANK

207-95 REV 1/86

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CLERK

Mailed to Secured Party

11<sup>2</sup> 266<sup>0</sup> 2

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 FLORIDA MARINA AND BOAT SALES, INC.  
Address 2904 Mountain Rd., Pasadena, Anne Arundel Co., MD 21122

2. SECURED PARTY

Name JAMES H. EURICE, PASADENA BOAT SALES, INC. & GREENHAVEN MARINA AND BOAT SALES, INC.  
Address c/o C.M. Thomas, 10 Church Lane, Balto., MD 21208

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

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

4. This financing statement covers the following types (or items) of property: (list)
1. The boat sales and service business known as Florida Marina and Boat Sales located at 2904 Mountain Rd., Pasadena, MD
  2. The marina business located at Outing Ave., Pasadena, MD
  3. All machinery equipment and other articles of tangible personal property of every kind and nature whatsoever now or hereafter located at the premises 2904 Mountain Rd. and Outing Ave., Greenhaven, Pasadena, MD, including but not limited to the items listed on the attached Exhibit which, by reference is made a part hereof.

CHECK  THE LINES WHICH APPLY

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

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

FLORIDA MARINA AND BOAT SALES, INC.

By: [Signature]  
(Signature of Debtor)

Charles N. Anderson, Jr., President

Type or Print Above Name on Above Line

[Signature]  
(Signature of Debtor)

[Signature]  
(Signature of Secured Party)

Charles N. Anderson, Individually  
Type or Print Above Signature on Above Line

James H. Eurice, Ind. and as Pres.  
Type or Print Above Signature on Above Line  
of Pasadena Boat Sales, Inc. and  
Greenhaven Marina and Boat Sales, Inc

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CLERK

Mailed to Secured Party

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TO BE RECORDED IN THE  
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

- |                          |                              |
|--------------------------|------------------------------|
| 1. Debtor:               | Address:                     |
| JOAN J. HURT             | 418 Colonial Ridge Lane      |
| CAROLYN P. JONES         | Arnold, Maryland 21012       |
|                          |                              |
| 2. Secured Party:        | Address:                     |
| SECOND NATIONAL BUILDING | P. O. Box 2558               |
| & LOAN, INC.             | Salisbury, MD 21801          |
|                          | ATTN: William F. Brooks, Jr. |

3. This Financing Statement covers:

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

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

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or of any part of the herein described land.

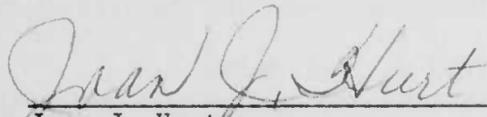
(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any business operated on the premises.

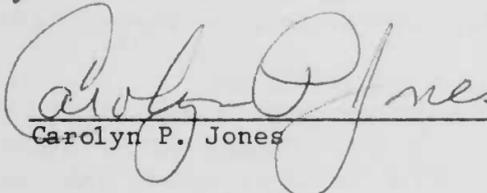
4. The aforesaid items covered by this Financing Statement are included as security in the Deed of Trust and Deed of Trust Promissory Note executed even date hereto between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the **Anne Arundel County, Maryland.**

5. Proceeds of the collateral are also covered hereunder.

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

Debtor: JOAN J. HURT  
and  
CAROLYN P. JONES

 (SEAL)  
Joan J. Hurt

 (SEAL)  
Carolyn P. Jones

Dated: 12/12/86

MR. CLERK:

Please return to:

DAVID S. BRUCE, Esq.  
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.  
80 West Street, P. O. Box 868  
Annapolis, Maryland 21404

S350492P.MLS

## EXHIBIT A

**BEGINNING** for the same at a point on the east side of Mulberry Avenue at the corner of Lots 14 and 15, Block 14 as shown on the plat of Pasadena recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 12, page 11; Thence running from said beginning point so fixed and leaving Mulberry Avenue and running with the division line of Lots 14 and 15 and running across the 10 foot alley that runs through the center of Block 14 and running with part of the division line between Lots 38 and 39, North  $68^{\circ} 50'$  East, 167.80 feet, more or less, to a point in the west right of way line of the Governor Ritchie Highway, 150 feet wide; Thence running with the west side of said highway and running across lots 39, 40, 41, 42 and running in a southeasterly direction 101.00 feet, more or less, to a point in the division line of Lots 42 and 43 as shown on the above mentioned plat of Pasadena; Thence leaving the Governor Ritchie Highway and running with part of the division line of said Lots 42 and 43 and running across the above mentioned 10 foot alley and running with the division line of Lots 18 and 19 as shown on said plat, South  $68^{\circ} 50'$  West, 182.20 Feet, more or less, to a point on the east side of Mulberry Avenue; Thence running with the east side of Mulberry Avenue, North  $21^{\circ} 10'$  West, 100 feet to the place of beginning; CONTAINING 17,500 square feet and as described by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors;

**BEING** all of Lots 15, 16, 17 and 18 and the remaining part of Lots 39, 40, 41, 42 and that part of the 10 foot alley lying east of the above mentioned Lots 15, 16, 17, and 18, Block, 14 of Pasadena recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 12, page 11.

**AND BEING** all that property acquired by JOSEPH C. SEVIER and JANE V. SEVIER, his wife, by Deed dated April 9, 1986 from C. STAFFORD BRANDT and HELEN PRICE BRANDT, his wife, and recorded among the Land Records of Anne Arundel County in Liber 3483 folio 785.

**AND BEING** the same lots of ground which be deed dated December 12, 1986 from JOSEPH C. SEVIER and JANE V. SEVIER, his wife, to JOAN J. HURT, and CAROLYN P. JONES is to be recorded in the Land Records of Anne Arundel County, Maryland.

Mailed to Secured Party

265319

FINANCING STATEMENT

1. Names of Debtors: EVERETT W. ARMIGER, JR.  
 CATHERINE ARMIGER  
 Address: 5405 Lafayette Place  
 Hyattsville, Maryland 20781
2. Name of Secured Party: MARYLAND NATIONAL BANK  
 Address: Real Estate Department  
 10 Light Street  
 Baltimore, Maryland 21202
3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtors in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated December \_\_, 1986 from Debtors 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) executed by the Debtors 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.

4. Proceeds and products of all collateral are covered.
5. Recordation tax on the principal sum of \$203,000 has been paid to the Clerk of the Circuit Court of Prince George's County upon recording of the Deed of Trust.

Debtors:

Secured Party:

MARYLAND NATIONAL BANK

*Everett W. Armiger, Jr.*  
 Everett W. Armiger, Jr.

By: *Frederick E. Hoffman*  
 Name: Frederick E. Hoffman  
 Title: Representative

*Catherine Armiger*  
 Catherine Armiger

1986 DEC 30 PM 1:03  
 H. ERLE SCHAFER  
 CLERK

Mr. Clerk: Return to Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202  
ATTN: Laura M. Goldstein

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF PRINCE GEORGE'S COUNTY
2. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY
3. WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

LMG18/G

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in Prince George's County, State of Maryland, and more particularly described as follows:

Lot numbered Thirty-Five (35), in Block numbered Seventy-one (71), as shown on a plat entitled "Resubdivision of Part of Block 71, Riverdale Park", recorded among the aforesaid Land Records in Plat Book WW 52, Plat No. 7.

Mailed to Secured Party

265320

FINANCING STATEMENT

1. Name of Debtor: BROCKBRIDGE ROAD ASSOCIATES  
Address: 1 Ellen Street  
Laurel, Maryland 20707

2. Name of Secured Party: MARYLAND NATIONAL BANK  
Address: Real Estate Department  
10 Light Street  
Baltimore, Maryland 21202

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

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Indemnity Deed of Trust dated Dec 19, 1986, from Debtor to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

16.00  
#11750 0040 402 114:11

(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.

DEC 30 86

(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. NOT SUBJECT TO RECORDATION TAX.

Debtor: BROCKBRIDGE ROAD ASSOCIATES

Secured Party: MARYLAND NATIONAL BANK

By Nicholas Andrew  
Partner

By Charles S. Fitzgerald  
Vice President

RECEIVED FOR RECORD  
CLERK COURT, A.A. COUNTY

1986 DEC 30 PM 2:15

H. ERLE SCHAFFER  
CLERK

1680  
5

102

Debtor; (CONTINUED)

By Jean E. Andrew  
Jean Andrew  
Partner

By Thomas W. Andrew  
Thomas Andrew  
Partner

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY, that on this 19<sup>th</sup> day of December, 1986, before me, the undersigned Notary Public of said State, personally appeared Nicholas Andrew, who acknowledged himself to be a Partner of Brockbridge Road Associates, a Maryland general partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized Partner of said general partnership by signing the name of the general partnership by himself as Partner.

WITNESS my hand and Notarial Seal

[Signature]  
Notary Public

My Commission Expires: 2/1/90

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY, that on this 19<sup>th</sup> day of December, 1986, before me, the undersigned Notary Public of said State, personally appeared Jean Andrew, who acknowledged herself to be a Partner of Brockbridge Road Associates, a Maryland general partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained as the duly authorized Partner of said general partnership by signing the name of the general partnership by herself as Partner.

WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public

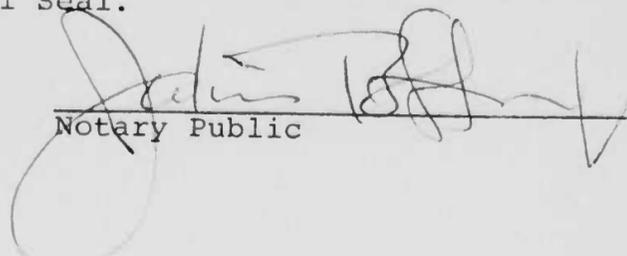
My Commission Expires: 2/1/90

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY, that on this 19<sup>th</sup> day of December, 1986, before me, the undersigned Notary Public of said State, personally appeared Thomas Andrew, who acknowledged himself to be a Partner of Brockbridge Road Associates, a Maryland general partnership, known to me (or satisfactorily proven) to be the

person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized Partner of said general partnership by signing the name of the general partnership by himself as Partner.

WITNESS my hand and Notarial Seal.

  
Notary Public

My Commission Expires: 7/1/90

Mr. Clerk: Return to Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202  
ATTN: Jeffrey H. Seibert, Esquire

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND
2. ~~IN THE FINANCING STATEMENT RECORDS OF PRINCE GEORGE'S COUNTY, MARYLAND~~
3. WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

Mailed to Secured Party  
Secured Party

JHS178 (x)

STATE OF MARYLAND

BOOK 506 PAGE 361

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO 254588

Book Page  
RECORDED IN ~~LIBEX~~ 479 ~~FOLIO~~ 421 ON November 23, 1986 (DATE)

RECORD FEE 10.00  
POSTAGE .50  
443277 0777 901 113:07  
NO 30 86

1. DEBTOR

Name Elite Yachts de France, Inc.

Address 410 Severn Ave., Suite 206, P. O. Box 3342, Annapolis, MD 24103-0342

2. SECURED PARTY

Name HORIZON CREDITCORP

Address 7 East Frederick Place, Cedar Knolls, NJ 07927

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

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other: Amendment</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>The original financing statement referred to above is hereby amended to include the debtor's additional inventory location at:</p>	
	<p>Lippincott Boat Yard Cedar Point Marina Route 2, Box 545 Grasonville, MD 21635</p>	

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STATE OF MARYLAND COUNTY

1986 DEC 30 PM 2:38  
H. ERLE SCHAFER  
CLERK

BL

Elite Yachts de France, Inc.

Mailed to Secured Party

By: Odile Legeay  
Odile Legeay, Vice President

Dated Dec. 18, 86

Ronald Mayer VP  
(Signature of Secured Party)  
RONALD MAYER VP  
Type or Print Above Name on Above Line

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

If transaction or transactions wholly or partially subject to 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 SOUTHWARD CORPORATION d/b/a: ANNAPOLIS 4A RENTALS & SALES  
 Address 1919 Lincoln Drive, Annapolis, MD 21401

2. SECURED PARTY

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

RECORD FEE 11.00  
 POSTAGE .50  
 11/30/86 11:34:12  
 DEC 30 86  
 1.00  
 11/30/86

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

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

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

Debtor's present and hereafter acquired inventory of new and used equipment and machinery, together with all present and future attachments, accessories, exchanges, replacement parts, repairs, and additions thereto, which is manufactured by or sold by Koehring Company, any of its Divisions and/or its subsidiaries and affiliated companies, whether held by Debtor for sale, lease or consignment, and all chattel paper, documents, general intangibles, instruments, accounts and contract rights now existing or hereafter arising with respect thereto, and all cash and non-cash proceeds of any of the foregoing. With respect to any inventory owned by the Debtor and held for sale or lease, the security interest shall be released as to specific items when Debtor has fully satisfied all outstanding obligations related to such specific item.

Name and address of Assignee

CHECK  THE LINES WHICH APPLY

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

SOUTHWARD CORPORATION d/b/a: ANNAPOLIS 4A RENTALS & SALES

Kenneth R. Wagner - Pres.  
 (Signature of Debtor) (title)

Kenneth R. Wagner - President

Type or Print Above Name on Above Line

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

Type or Print Above Signature on Above Line

Mailed to Secured Party

AMCA International Finance Corporation of Georgia

David Broderick Credit Manager  
 (Signature of Secured Party) (title)

David Broderick - Credit Manager

Type or Print Above Signature on Above Line

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 ST. MARYS COUNTY  
 1986 DEC 30 PM 2:38  
 H. ERLE SCHAFFER  
 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 SOUTHWARD CORPORATION  
Address 1919 Lincoln Drive, Annapolis, MD 21401

2. SECURED PARTY

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

RECORD FEE 11.00  
POSTAGE .50  
443281 CYT MI 113464  
DEC 30 1986

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

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

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

Debtor's present and hereafter acquired inventory of new and used equipment and machinery, together with all present and future attachments, accessories, exchanges, replacement parts, repairs, and additions thereto, which is manufactured by or sold by Koehring Company, any of its Divisions and/or its subsidiaries and affiliated companies, whether held by Debtor for sale, lease or consignment, and all chattel paper, documents, general intangibles, instruments, accounts and contract rights now existing or hereafter arising with respect thereto, and all cash and non-cash proceeds of any of the foregoing. With respect to any inventory owned by the Debtor and held for sale or lease, the security interest shall be released as to specific items when Debtor has fully satisfied all outstanding obligations related to such specific item.

Name and address of Assignee

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SOUTHWARD CORPORATION

Kenneth R. Wagner - Pres.  
(Signature of Debtor) (title)

Kenneth R. Wagner, President  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

AMCA International Finance Corporation of Georgia

David Broderick - Credit Manager  
(Signature of Secured Party) (title)

David Broderick - Credit Manager

Type or Print Above Signature on Above Line

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H. ERLE SCHAFFER  
CLERK



For value received, undersigned does hereby sell, assign, transfer, and set over to FIRST AMERICAN BANK OF MARYLAND, SILVER SPRING, MARYLAND, its successors and assigns, the annexed lease dated September 15, 1986, between assignor and National Car Rental Systems, Inc.

as lessee, all rental payments due and to become due thereunder, together with all right, title and interest of lessor, in and to the property described in said lease and all lessor's right and remedies thereunder, and the right either in assignee's own behalf or in its name to take all such proceedings, legal, equitable, or otherwise, that it might take, save for this assignment.

Undersigned warrants that: said lease is genuine, enforceable, and the only lease executed with respect to said property: all statements therein contained are true; the property described in said lease has been delivered to, and accepted by, lessee in condition satisfactory to lessee, and assignor will comply with all its warranties and other obligations to lessee.

Assignee shall have no obligation of lessor under said lease. Notwithstanding any provision hereof, assignor agrees that it will remain obligated to perform each and every provision assumed by it under said lease and that the bank shall have no obligation to perform any of the duties and responsibilities of the assignor under said lease.

Undersigned warrants and guarantees the payment promptly when due of the amount of each and every sum payable under said lease, without defense, setoff, or counterclaim, and the payment of the entire unpaid balance in the event of non-payment by the lessee of any such sum at its due date or of any other default by the lessee without first requiring assignee to proceed against lessee.

Undersigned agrees that assignee may, in its name, endorse all notes or remittances received from lessee, and without notice to it, and without affecting its liability in any manner whatsoever, assignee may release any and all rights against and grant extensions of time payment to said lessee.

Undersigned waives presentment and demand for payment, protest or notice of non-payment and protest as to all paper now and hereafter assigned or endorsed and subordinates to any rights assignee may now or hereafter have or acquire by reason of payment to assignee of any rental payments under the lease or otherwise.

Undersigned shall have no authority, without assignee's prior written consent, to accept collections, repossess or consent to the return of the property described in said lease, or modify the terms of said lease.

This assignment is given as collateral security for a note of the undersigned of even date herewith and it is understood all amounts collected by assignee under said lease will be applied toward payment of the obligations of undersigned to assignee.

Signed and Sealed the 19th day of September, 1986.

MODULAR TRADING, INC.

Lessor - Assignor

By: Walter A. Lavenau - Pres (SEAL)

Walter A. Lavenau, President

Mailed to Secured Party

FS

To Be Recorded in ~~LAND RECORDS~~ Not Subject to Recordation Tax

FINANCING STATEMENT

1. Debtor: Address:  
 PLEASURE MARINA MANAGEMENT, c/o Gerald Herson  
 a Maryland general 15525 Frederick Road  
 partnership Rockville, Maryland 20855

2. Secured Party:  
 THE FIRST AMERICAN BANK 210-212 East Lombard Street  
 OF MARYLAND Baltimore, Maryland 21202  
 Attention: Richard Nee, 12.00  
 Senior Vice President 30  
 DEC 30 1986

3. This Financing Statement covers:  
 (a) All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or useable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all boat floats, dinghy racks and other boat racks, boat hoists, boat slips, work barges, mowers, mower sulkys, heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings, the Marina or appurtenant facilities erected or to be erected in or upon the said land.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper,

LAW OFFICES OF  
 MELNICOVE, KAUFMAN,  
 WEINER, SMOUSE  
 & GARBIS, P.A.  
 36 S. CHARLES STREET  
 BALTIMORE, MD  
 21201-3060

5676g:12/26/86:80

12

RECEIVED FOR RECORD  
BALTIMORE COUNTY

1986 DEC 30 PM 3:59

H. ERLE SCHAFFER  
CLERK

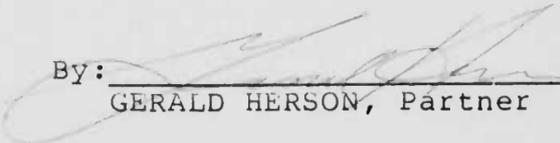
documents and instruments, including but not limited to, licenses (including liquor licenses), construction contracts, service contracts, utility contracts, options, leases, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the said land and collateral and its development, occupancy and use.

The aforesaid items are included as security in a deed of trust given by PLEASURE MARINA MANAGEMENT, a Maryland general partnership, to Richard J. Nee and Steven H. Jaeger, Trustees, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3903 folio 64, and a second Deed of Trust given by Debtor to Richard J. Nee and Steven H. Jaeger, Trustees, and recorded among the aforesaid Land Records in Liber 3934 folio 415, both having been modified by a Deed of Appointment of even date herewith and recorded or to be recorded in the aforesaid Land Records and both as modified and consolidated pursuant to a Modification and Consolidation Agreement recorded or to be recorded in the aforesaid Land Records, all securing an indebtedness owed by Debtor to The First American Bank of Maryland.

5. Proceeds of collateral are also covered.

Debtor:

PLEASURE MARINA MANAGEMENT,  
A Maryland general partnership

By:  (SEAL)  
GERALD HERSON, Partner

To the Filing Officer: After this statement has been recorded please mail the same to: Carol K. Lisman, Esquire, Melnicove, Kaufman, Weiner, Smouse, & Garbis P.A., 36 South Charles Street, Suite 600, Baltimore, Maryland 21201-3060.

5676g

LAW OFFICES OF  
MELNICOVE, KAUFMAN,  
WEINER, SMOUSE  
& GARBIS, P.A.  
36 S. CHARLES STREET  
BALTIMORE, MD  
21201-3060

Mailed to Secured Party

- 2 -

5676g:12/26/86:80

265326

Not Subject to Recordation Tax

FINANCING STATEMENT

1. Debtors: Address:
- (a) Gerald Herson c/o Gerald Herson  
15525 Frederick Road  
Rockville, Maryland 20855
- (b) Pleasure Marina Management Inc., a Maryland corporation As to both Debtors

2. Secured Party: Address:
- First American Bank of of Maryland 210-212 E. Lombard Street  
Baltimore, Maryland 21202  
ATTN: Peter G. Zouck, Jr.,  
Vice President

3. This Financing Statement covers all the Debtor's right, title and interest in and to Pleasure Marina Management, a Maryland general partnership, as described in Schedule A hereto.

4. Proceeds of collateral are also covered.

Debtors:

 (SEAL)  
GERALD HERSON

PLEASURE MARINA MANAGEMENT, INC.

By:   
GERALD HERSON, President

RECORD FEE 12.00  
POSTAGE 1.00  
TOTAL 13.00  
DEC 30 1986

To the Filing Officer: After this statement has been recorded, please mail the same to: Carol K. Lisman, Esquire, Melnicove, Kaufman, Weiner, Smouse & Garbis, P.A., 36 South Charles Street, Suite 600, Baltimore, Maryland 21202-3060.

1213b/2

LAW OFFICES OF  
MELNICOVE, KAUFMAN,  
WEINER, SMOUSE  
& GARBIS, P.A.  
36 S. CHARLES STREET  
BALTIMORE, MO  
21201-3060

CR  
CLERK  
1986 DEC 30 PM 3:59  
H. ERLE SCHAFFER  
CLERK

2/2

SCHEDULE "A" TO THE FINANCING STATEMENT

All of the right, title and interest of the Debtors as general partners in a Maryland general partnership organized pursuant to a General Partnership Agreement dated \_\_\_\_\_, under the name PLEASURE MARINA MANAGEMENT (hereinafter referred to as the "Partnership") and any amendments thereto, whether now existing or hereafter created or arising, and all of the right, title and interest of the Debtors in and to any and all distributions, issues, profits and shares of the surplus, whether cash or otherwise, and any other interest whatsoever of the Debtors, to which the Debtors are now or shall hereafter be entitled as general partners in the Partnership; together with the income and profits arising from the assigned interests in the Partnership and any other distributions, of earnings, capital or otherwise, and any and all surplus thereof, and any interest whatsoever of Debtors in the Partnership and all proceeds of any or all of the foregoing.

1213b/3

LAW OFFICES OF  
MELNICOVE, KAUFMAN,  
WEINER, SMOUSE  
& GARBIS, P.A.  
36 S. CHARLES STREET  
BALTIMORE, MD  
21201-3060

Mailed to Secured Party

265327

BOOK 506 PAGE 370

Not Subject to Recordation Tax

FINANCING STATEMENT

1. Debtor: Address:  
 Gerald Herson 15525 Frederick Road  
 Rockville, Maryland 20855

2. Secured Party: Address:  
 First American Bank of 210-212 E. Lombard Street  
 Baltimore, Maryland 21202  
 ATTN: Peter G. Zouck, Jr.,  
 Vice President  
 of Maryland

3. This Financing Statement covers all the Debtor's right, title and interest in and to the following policies of Life Insurance and the proceeds thereof:

- a. The Franklin Life Insurance 703-2600  
 Company of Springfield, Illinois
- b. The Franklin Life Insurance 703-2601  
 Company of Springfield, Illinois
- c. The Franklin Life Insurance 703-2602  
 Company of Springfield, Illinois
- d. United Presidential Life 256-739  
 Insurance Company
- e. United Presidential Life 255-499  
 Insurance Company

4. Proceeds of collateral are also covered.

DEBTOR:

 (SEAL)  
 GERALD HERSON



H. ERLE SCHAFER  
 1986 DEC 30 PM 3:59

To the Filing Officer: After this statement has been recorded, please mail the same to: Carol K. Lisman, Esquire, Melnicove, Kaufman, Weiner, Smouse & Garbis, P.A., 36 South Charles Street, Suite 600, Baltimore, Maryland 21202-3060.

5695g

Mailed to Secured Party

*Handwritten initials*

ANNE ARUNDEL COUNTY - FINANCING RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 488 Page No. 412  
Identification No. \_\_\_\_\_ Dated August 16, 1985

1. Debtor(s) { Lorita Mendelson  
Name or Names—Print or Type  
c/o Gerald Herson, 15525 Frederick Road, Rockville, MD  
Address—Street No., City - County State Zip Code 20855

2. Secured Party { First American Bank of Maryland  
Name or Names—Print or Type  
210-212 E. Lombard St., 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: Termination ..... <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00  
1985 OCT 11 11:57  
REC 30 36

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ANNE ARUNDEL COUNTY  
1986 DEC 30 PM 3:59  
H. ERLE SCHAFER  
CLERK

Mailed to Secured Party

(BL)

Dated: December 30, 1986  
First American Bank of Maryland  
Name of Secured Party  
[Signature]  
Signature of Secured Party  
Peter G. Zouck, Jr., Vice President  
Type or Print (Include Title if Company)

10  
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ANNE ARUNDEL COUNTY - FINANCING RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 486 Page No. 289  
Identification No. \_\_\_\_\_ Dated June 20, 1985

1. Debtor(s) { Lorita Mendelson  
Name or Names—Print or Type  
c/o Gerald Herson, 15525 Frederick Road, Rockville, MD  
Address—Street No., City - County State Zip Code 20855

2. Secured Party { First American Bank of Maryland  
Name or Names—Print or Type  
210-212 E. Lombard St., Baltimore, MD 21202  
Address—Street No., City - County State Zip Code

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

H. ERLE SCHAFER  
CLERK

1986 DEC 30 PM 3:59

Ⓟ

4. Check Applicable Statement:

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

10.00  
DEC 30 1986

Dated: December 30, 1986  
First American Bank of Maryland  
Name of Secured Party  
[Signature]  
Signature of Secured Party  
Peter G. Zouck, Jr., Vice President  
Type or Print (Include Title if Company)

10-2

Mailed to Secured Party

BOOK 506 PAGE 373

255328  
Mailed to Secured Party

_____ To be	Recorded _____	Subject to _____	Recording _____
	in Land _____		Tax on _____
<u>X</u> Not to be	Records <u>X</u>	Not Subject to _____	\$ _____

FINANCING STATEMENT

1. Debtor: Newth Morris Company  
7354 Baltimore Annapolis Blvd.  
Glen Burnie, Maryland
2. Secured Party: Mercantile-Safe Deposit and  
Trust Company  
P.O. Box 1477  
Two Hopkins Plaza  
Baltimore, MD 21203  
Attn: Mark Pohlhaus

3. This Financing Statement covers the following types of property:

All assets of the Debtor, whether now owned or hereafter acquired, including but not limited to, accounts, chattel paper, documents, equipment, machinery, leasehold improvements, fixtures, general intangibles, contract rights, deposits, prepayments, trademarks, patents, registered name and processes, goods, instruments, inventory, receivables, bank accounts and deposits, franchises, licenses, permits, leases, trade names, and motor vehicles, subject to security interests granted in favor of the Secured Party, including those described in the Loan Agreement and the Deed of Trust and Security Agreement between the Debtor and the Secured Party dated as of December 30, 1986, and all related Loan Documents as described therein.

11.00  
50  
NOV 11:37  
DEC 31 86

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

See attached Schedule.

5. If collateral is crops, describe real estate: N/A
6. Proceeds of collateral are covered.
7. Products of collateral are covered.

RECEIVED IN RECORDS  
CLERK  
1986 DEC 31 AM 11:39  
H. ERLE SCHAFER  
CLERK

DEBTOR: NEWTH MORRIS COMPANY

By: Jane B. Morris  
Jane B. Morris, President

11  
87

BOOK 506 PAGE 374

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

Linda H. Jones, Esquire  
Gallagher, Evelius & Jones  
4th Floor  
218 North Charles Street  
Baltimore, Maryland 21201

1286b

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 \$ 55,486.00 See Attached 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 Court, Anne Arundel County

H. ERLE SCHAFER  
CLERK

1996 DEC 31 PM 12:03

5. Debtor(s) Name(s) Data Solutions, Inc. Address(es) 2661 Riva Road, #110  
Annapolis, MD 21401

Secured Party Maryland National Bank Address P.O. Box 871  
Annapolis, MD 21404  
Attention: Laura R. Richardson

(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.

DATA SOLUTIONS, INC.  
Linda S. Verbeten, President (Seal)

\_\_\_\_ (Seal)  
\_\_\_\_ (Seal)

Secured Party  
Maryland National Bank  
Laura R. Richardson (Seal)  
Laura R. Richardson  
Commercial Banking Officer  
Type name and title

RECORD FEE 11.00  
RECORD TAX 28.50  
POSTAGE .50  
MARYLAND NATIONAL BANK  
RO1 110-33  
DEC 31 86

MARYLAND NATIONAL BANK

11. 388.5

CERTIFICATION FOR ALLOCATION  
OF MARYLAND RECORDATION TAX

TO: Anne Arundel County

Date: November 24, 1986

RE: Data Solutions, Inc.

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 \$ 573,000.00
2. Value non-exempt Collateral \$ 220,000.00
3. Value of Total Collateral \$ 793,000.00
4. Computation of Amount of Debt Exempt from Recordation Tax:

<u>Value of Exempt Collateral</u>	x	Total Amount of Debt Secured	=	Amount of Debt Exempt from Tax
\$ <u>573,000.00</u>		x \$ <u>200,000.00</u>		= \$ <u>144,514.00</u>
\$ <u>793,000.00</u>				

5. Loan Amount - Amount of Debt  
Exempt from Tax = Amount of  
Non-Exempt Debt
- \$200,000.00 - \$ 144,514.00 = \$ 55,486.00

6. Recordation Tax Due on Non-Exempt Debt:

Amount of Non-Exempt Debt	x	Tax Rate Per \$1,000	=	Recordation Tax Due
\$ <u>55,486.00</u>		x \$ <u>7.00</u>		\$ <u>388.40</u>

DATA SOLUTIONS, INC.  
By: Linda S. Verbeten  
Linda S. Verbeten, President

**Mailed to Secured Party**

STATEMENT OF TERMINATION OF FINANCING STATEMENT

This Statement is presented to a Filing Officer for filing pursuant to the Maryland Uniform Commercial Code. This Statement refers to the original Financial Statement, filed among the financial statements of Anne Arundel County, Maryland, in liber 485, folio 301, on May 10, 1985.

1. NAME AND ADDRESS OF DEBTOR:

Old Town West, Inc.  
57 West Street  
Annapolis, Maryland 21401

RECORD FEE 10.00  
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DEC 31 86

2. NAME AND ADDRESS OF SECURED PARTY:

Cowgirls, Inc.  
55 West Street  
Annapolis, Maryland 21401

3. The Secured Party of record no longer claims a security interest under the original Financing Statement referred to above.

SECURED PARTY:

COWGIRLS, INC.

BY Jude Ross (SEAL)  
JUDE ROSS, President

RETURN TO:

Steven J. Yaniga  
163 Acton Road  
Annapolis, Maryland 21403

1986 DEC 31 PM 12:15  
H. ERLE SCHAFER  
CLERK

B2



<input checked="" type="checkbox"/> TO BE	} RECORDED IN LAND RECORDS	<input type="checkbox"/> SUBJECT TO	} RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 50,000.00
<input type="checkbox"/> NOT TO BE		<input checked="" type="checkbox"/> NOT SUBJECT TO	

FINANCING STATEMENT

1. Debtor(s):

Stempsystems, Ltd.  
Name or Names—Print or Type

51 Monroe Street, Rockville, Montgomery County, MD 20850  
Address—Street No., City - County State Zip Code

John S. Koontz  
Name or Names—Print or Type

51 Monroe Street, Rockville, Montgomery County, MD 20850  
Address—Street No., City - County State Zip Code

2. Secured Party:

Old Town West, Inc.  
Name or Names—Print or Type

57 West Street, Annapolis, Anne Arundel County, MD 21401  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). All equipment, trade fixtures, furniture, lease rights, leasehold improvements, goodwill, trade name and all other assets used in the business known as Old Town West located at 57 West Street, Annapolis, Anne Arundel County, Maryland 21401.

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

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

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

DEBTOR(S): STEMPSYSTEMS, LTD.

SECURED PARTY:

*John S. Koontz*  
(Signature of Debtor)

John S. Koontz, President  
Type or Print

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

\_\_\_\_\_  
Type or Print

OLD TOWN WEST, INC.  
(Company, if applicable)

*Sharon Yaniga Pres OTW*  
(Signature of Secured Party)

Sharon Yaniga, President  
Type or Print (Include title if Company)

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

Name and Address S. Kennon Scott, Esquire, Hartman and Crain  
2661 Riva Road, Suite 810, Annapolis, Maryland 21401

Lucas Bros. Form F-1

1986 DEC 31 PM 12:15  
H. ERLE SCHAFER  
CLERK

RECORDED IN LAND RECORDS  
MONTGOMERY COUNTY

RECORD FEE 12.00  
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#11756 0055 R02 112:06  
DEC 31 86

*Handwritten initials*

Mailed to Secured Party

BOOK 506 PAGE 379

IO# 264927 (1)

FINANCING STATEMENT

TO BE RECORDED IN THE FINANCING STATEMENT RECORDS OF THE STATE OF MARYLAND AND IN THE LAND RECORDS AND THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND.

NOT SUBJECT TO RECORDATION TAX

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

- 1. NAME AND ADDRESS OF DEBTOR: Heritage Office Center I Limited Partnership c/o McCormick Properties, Inc. 11011 McCormick Road Hunt Valley, Maryland 21031
- 2. NAME AND ADDRESS OF SECURED PARTY: The First National Bank of Maryland P.O. Box 1596 Baltimore, Maryland 21203 Attention: Rodger S. Nesbitt

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

(a) All fixtures, fittings, furnishings, appliances, apparatus, equipment and machinery, and all articles of personal property of every kind and nature whatsoever now or hereafter located in or upon any interest or estate in that certain parcel of real property and improvements now or hereafter thereon, located in Anne Arundel County, Maryland, and more particularly described in Exhibit A, attached hereto and made a part hereof (the "Property"), or any part thereof, and used or usable in connection with any

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BOOK 506 PAGE 380

present or future operation of the Property, and now owned or hereafter acquired by Debtor and any property of any tenant thereon to which Debtor as landlord would have access upon default by such tenant, including, without limiting the generality of the foregoing, all screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, 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 escalators and including all equipment installed or to be installed and used in the operation of the building or buildings and appurtenant facilities to be erected in or upon the Property, and all building materials, supplies and equipment now or hereafter delivered to the Property and intended to be installed therein; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof; provided, however, that notwithstanding the provisions of this subsection (a), furniture, equipment, machinery and personal property (including all replacements thereof) that are used by Debtor in connection with its business and not essential to the utilization of the Property and which were not purchased with any of the proceeds of the Loan (herein defined), including (but without limitation) office furniture and office equipment, shall not be deemed to be collateral subject to the lien of the Deed of Trust (herein defined), the security interest created thereby or the financing prohibitions therein set forth;

(b) All leases and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items;

(c) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, security deposits, contract rights, general intangibles and benefits under any

BOOK 506 PAGE 381

and all leases or tenancies now existing or hereafter created on or for the Property, or any part thereof;

(d) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets;

(e) All proceeds of insurance policies concerning the Property or any of the aforescribed personal property, or both;

(f) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

(g) All licenses and permits from any governmental authority necessary for or reasonably appropriate to the operation of the Property.

The Property is also described in that certain Indemnity Deed of Trust and Security Agreement of even date herewith, made between Debtor and Madelyn F. Johannesen and Rodger S. Nesbitt, trustees thereunder (the "Deed of Trust").

4. This Financing Statement gives notice of and perfects a security interest granted by Debtor to Secured Party (or for the benefit of Secured Party) under and pursuant to the Deed of Trust between Secured Party and Debtor, as security for a guaranty by Debtor of a loan (the "Loan") made by Secured Party to McCormick Properties, Inc.

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

BOOK 506 PAGE 382

6. The name of the record owner of the Property is Heritage Office Center I Limited Partnership.

7. This transaction is EXEMPT from recordation tax. The principal amount of debt initially incurred is \$5,000,000.

HERITAGE OFFICE CENTER I  
LIMITED PARTNERHSHIP

By: McCormick Properties, Inc.,  
General Partner

By: *Roger B. Davis* (SEAL)  
Roger B. Davis  
Vice President

Date: October 30, 1986

Mr. Clerk: Please return to: Steven M. Rosen, Esquire  
Weinberg and Green  
100 South Charles Street  
14th Floor  
Baltimore, Maryland 21201

BOOK 506 PAGE 383

EXHIBIT A

Being known and designated as "Unit I" of Heritage Office Center, a Condominium Development, as described in the Declaration dated September 30, 1986 and recorded among the Land Records of Anne Arundel County, Maryland at Liber 4210, folio 27, and as shown on the Condominium Plat, dated September, 1985 and recorded among the Land Records of Anne Arundel County, Maryland at Book 34, pages 5 and 6.

Together with the right to use in common with others entitled thereto for ingress and egress and utilities the fifty foot (50') right of way adjacent to the South 21 degrees 17 minutes 32 seconds East 643.28 foot line of Heritage Office Center and as shown on the plat prepared by the Department of Public Works of Anne Arundel County, Maryland dated March, 1982 and recorded among the Land Records of Anne Arundel County in Liber 3543, folio 98.

Mailed to Secured Party

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265331

FINANCING STATEMENT

TO BE RECORDED IN THE FINANCING STATEMENT RECORDS OF THE STATE OF MARYLAND AND IN THE LAND RECORDS AND THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND.

NOT SUBJECT TO RECORDATION TAX

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

- 1. NAME AND ADDRESS OF DEBTOR: Heritage Office Center I Limited Partnership c/o McCormick Properties, Inc. 11011 McCormick Road Hunt Valley, Maryland 21031
- 2. NAME AND ADDRESS OF SECURED PARTY: The First National Bank of Maryland P.O. Box 1596 Baltimore, Maryland 21203 Attention: Rodger S. Nesbitt

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

(a) All fixtures, fittings, furnishings, appliances, apparatus, equipment and machinery, and all articles of personal property of every kind and nature whatsoever now or hereafter located in or upon any interest or estate in that certain parcel of real property and improvements now or hereafter thereon, located in Anne Arundel County, Maryland, and more particularly described in Exhibit A, attached hereto and made a part hereof (the "Property"), or any part thereof, and used or usable in connection with any

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M. ERLE SCHAFER  
CLERK

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present or future operation of the Property, and now owned or hereafter acquired by Debtor and any property of any tenant thereon to which Debtor as landlord would have access upon default by such tenant, including, without limiting the generality of the foregoing, all screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, 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 escalators and including all equipment installed or to be installed and used in the operation of the building or buildings and appurtenant facilities to be erected in or upon the Property, and all building materials, supplies and equipment now or hereafter delivered to the Property and intended to be installed therein; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof; provided, however, that notwithstanding the provisions of this subsection (a), furniture, equipment, machinery and personal property (including all replacements thereof) that are used by Debtor in connection with its business and not essential to the utilization of the Property and which were not purchased with any of the proceeds of the Loan (herein defined), including (but without limitation) office furniture and office equipment, shall not be deemed to be collateral subject to the lien of the Deed of Trust (herein defined), the security interest created thereby or the financing prohibitions therein set forth;

(b) All leases and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items;

(c) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, security deposits, contract rights, general intangibles and benefits under any

and all leases or tenancies now existing or hereafter created on or for the Property, or any part thereof;

(d) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets;

(e) All proceeds of insurance policies concerning the Property or any of the aforescribed personal property, or both;

(f) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

(g) All licenses and permits from any governmental authority necessary for or reasonably appropriate to the operation of the Property.

The Property is also described in that certain Second Indemnity Deed of Trust and Security Agreement of even date herewith, made between Debtor and Madelyn F. Johannesen and Rodger S. Nesbitt, trustees thereunder (the "Deed of Trust").

4. This Financing Statement gives notice of and perfects a security interest granted by Debtor to Secured Party (or for the benefit of Secured Party) under and pursuant to the Deed of Trust between Secured Party and Debtor, as security for a guaranty of a loan (the "Loan") made by Secured Party to McCormick Properties, Inc. under and pursuant to the Deed of Trust.

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

BOOK 506 PAGE 387

6. The name of the record owner of the Property is Heritage Office Center I Limited Partnership.

7. This transaction is EXEMPT from recordation tax. The principal amount of debt initially incurred is \$5,000,000.00.

HERITAGE OFFICE CENTER I  
LIMITED PARTNERSHIP

By: McCormick Properties, Inc.,  
General Partner

By: *Roger B. Davis* (SEAL)  
Roger B. Davis  
Vice President

Date: October 30, 1986

Mr. Clerk: Please return to: Steven M. Rosen, Esquire  
Weinberg and Green  
100 South Charles Street  
14th Floor  
Baltimore, Maryland 21201

BOOK 506 PAGE 388

EXHIBIT A

Being known and designated as "Unit I" of Heritage Office Center, a Condominium Development, as described in the Declaration dated September 30, 1986 and recorded among the Land Records of Anne Arundel County, Maryland at Liber 4210, folio 27, and as shown on the Condominium Plat, dated September, 1985 and recorded among the Land Records of Anne Arundel County, Maryland at Book 34, pages 5 and 6.

Together with the right to use in common with others entitled thereto for ingress and egress and utilities the fifty foot (50') right of way adjacent to the South 21 degrees 17 minutes 32 seconds East 643.28 foot line of Heritage Office Center and as shown on the plat prepared by the Department of Public Works of Anne Arundel County, Maryland dated March, 1982 and recorded among the Land Records of Anne Arundel County in Liber 3543, folio 98.

Mailed to Secured Party

①

BOOK 506 PAGE 389

265332

FINANCING STATEMENT

TO BE RECORDED IN THE FINANCING STATEMENT RECORDS OF THE STATE OF MARYLAND AND IN THE LAND RECORDS AND THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND.

NOT SUBJECT TO RECORDATION TAX

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

- 1. NAME AND ADDRESS OF DEBTOR: Heritage Office Center II Limited Partnership c/o McCormick Properties, Inc. 11011 McCormick Road Hunt Valley, Maryland 21031
- 2. NAME AND ADDRESS OF SECURED PARTY: The First National Bank of Maryland P.O. Box 1596 Baltimore, Maryland 21203 Attention: Rodger S. Nesbitt

H. ERLE SCHAFER  
CLERK

1986 DEC 31 PM 3:15

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

(a) All fixtures, fittings, furnishings, appliances, apparatus, equipment and machinery, and all articles of personal property of every kind and nature whatsoever now or hereafter located in or upon any interest or estate in that certain parcel of real property and improvements now or hereafter thereon, located in Anne Arundel County, Maryland, and more particularly described in Exhibit A, attached hereto and made a part hereof (the "Property"), or any part thereof, and used or usable in connection with any present or future operation of the Property, and now owned or hereafter acquired by Debtor and

RECORD FEE 22.00  
POSTAGE 1.00  
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DEC 31 86

OR  
CLERK

2200  
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any property of any tenant thereon to which Debtor as landlord would have access upon default by such tenant, including, without limiting the generality of the foregoing, all screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, 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 escalators and including all equipment installed or to be installed and used in the operation of the building or buildings and appurtenant facilities to be erected in or upon the Property, and all building materials, supplies and equipment now or hereafter delivered to the Property and intended to be installed therein; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof; provided, however, that notwithstanding the provisions of this subsection (a), furniture, equipment, machinery and personal property (including all replacements thereof) that are used by Debtor in connection with its business and not essential to the utilization of the Property and which were not purchased with any of the proceeds of the Loan (herein defined), including (but without limitation) office furniture and office equipment, shall not be deemed to be collateral subject to the lien of the Deed of Trust (herein defined), the security interest created thereby or the financing prohibitions therein set forth;

(b) All leases and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items;

(c) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, security deposits, contract rights, general intangibles and benefits under any

BOOK 506 PAGE 391

and all leases or tenancies now existing or hereafter created on or for the Property, or any part thereof;

(d) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets;

(e) All proceeds of insurance policies concerning the Property or any of the aforescribed personal property, or both;

(f) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

(g) All licenses and permits from any governmental authority necessary for or reasonably appropriate to the operation of the Property.

The Property is also described in that certain Indemnity Deed of Trust and Security Agreement of even date herewith, made between Debtor and Madelyn F. Johannesen and Rodger S. Nesbitt, trustees thereunder (the "Deed of Trust").

4. This Financing Statement gives notice of and perfects a security interest granted by Debtor to Secured Party (or for the benefit of Secured Party) under and pursuant to the Deed of Trust between Secured Party and Debtor, as security for a guaranty by Debtor of a loan (the "Loan") made by Secured Party to McCormick Properties, Inc.

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

BOOK 506 PAGE 332

6. The name of the record owner of the Property is Heritage Office Center II Limited Partnership.

7. This transaction is EXEMPT from recordation tax. The principal amount of debt initially incurred is \$5,000,000.

HERITAGE OFFICE CENTER II  
LIMITED PARTNERHSHIP

By: McCormick Properties, Inc.,  
General Partner

By: Roger B. Davis (SEAL)  
Roger B. Davis  
Vice President

Date: October 30, 1986

Mr. Clerk: Please return to: Steven M. Rosen, Esquire  
Weinberg and Green  
100 South Charles Street  
14th Floor  
Baltimore, Maryland 21201

EXHIBIT A

Being known and designated as "Unit II" of Heritage Office Center, a Condominium Development, as described in the Declaration dated September 30, 1986 and recorded among the Land Records of Anne Arundel County, Maryland at Liber 4210, folio 27, and as shown on the Condominium Plat, dated September, 1985 and recorded among the Land Records of Anne Arundel County, Maryland at Book 34, pages 5 and 6.

Together with the right to use in common with others entitled thereto for ingress and egress and utilities the fifty foot (50') right of way adjacent to the South 21 degrees 17 minutes 32 seconds East 643.28 foot line of Heritage Office Center and as shown on the plat prepared by the Department of Public Works of Anne Arundel County, Maryland dated March, 1982 and recorded among the Land Records of Anne Arundel County in Liber 3543, folio 98.

Mailed to Secured Party



BOOK 506 PAGE 394

265333

FINANCING STATEMENT

TO BE RECORDED IN THE FINANCING STATEMENT RECORDS OF THE STATE OF MARYLAND AND IN THE LAND RECORDS AND THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND.

NOT SUBJECT TO RECORDATION TAX

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

- 1. NAME AND ADDRESS OF DEBTOR: Heritage Office Center II Limited Partnership c/o McCormick Properties, Inc. 11011 McCormick Road Hunt Valley, Maryland 21031
- 2. NAME AND ADDRESS OF SECURED PARTY: The First National Bank of Maryland P.O. Box 1596 Baltimore, Maryland 21203 Attention: Rodger S. Nesbitt

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

(a) All fixtures, fittings, furnishings, appliances, apparatus, equipment and machinery, and all articles of personal property of every kind and nature whatsoever now or hereafter located in or upon any interest or estate in that certain parcel of real property and improvements now or hereafter thereon, located in Anne Arundel County, Maryland, and more particularly described in Exhibit A, attached hereto and made a part hereof (the "Property"), or any part thereof, and used or usable in connection with any present or future operation of the Property, and now owned or hereafter acquired by Debtor and

A. ENLIE SCHAFER  
CLERK

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BOOK 506 PAGE 395

any property of any tenant thereon to which Debtor as landlord would have access upon default by such tenant, including, without limiting the generality of the foregoing, all screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, 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 escalators and including all equipment installed or to be installed and used in the operation of the building or buildings and appurtenant facilities to be erected in or upon the Property, and all building materials, supplies and equipment now or hereafter delivered to the Property and intended to be installed therein; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof; provided, however, that notwithstanding the provisions of this subsection (a), furniture, equipment, machinery and personal property (including all replacements thereof) that are used by Debtor in connection with its business and not essential to the utilization of the Property and which were not purchased with any of the proceeds of the Loan (herein defined), including (but without limitation) office furniture and office equipment, shall not be deemed to be collateral subject to the lien of the Deed of Trust (herein defined), the security interest created thereby or the financing prohibitions therein set forth;

(b) All leases and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items;

(c) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, security deposits, contract rights, general intangibles and benefits under any

BOOK 506 PAGE 396

and all leases or tenancies now existing or hereafter created on or for the Property, or any part thereof;

(d) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets;

(e) All proceeds of insurance policies concerning the Property or any of the aforescribed personal property, or both;

(f) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

(g) All licenses and permits from any governmental authority necessary for or reasonably appropriate to the operation of the Property.

The Property is also described in that certain Second Indemnity Deed of Trust and Security Agreement of even date herewith, made between Debtor and Madelyn F. Johannesen and Rodger S. Nesbitt, trustees thereunder (the "Deed of Trust").

4. This Financing Statement gives notice of and perfects a security interest granted by Debtor to Secured Party (or for the benefit of Secured Party) under and pursuant to the Deed of Trust between Secured Party and Debtor, as security for a guaranty of a loan (the "Loan") made by Secured Party to McCormick Properties, Inc.

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

BOOK 506 PAGE 397

6. The name of the record owner of the Property is Heritage Office Center II Limited Partnership.

7. This transaction is EXEMPT from recordation tax. The principal amount of debt initially incurred is \$5,000,000.

HERITAGE OFFICE CENTER II  
LIMITED PARTNERHSHIP

By: McCormick Properties, Inc.,  
General Partner

By: Roger B. Davis (SEAL)  
Roger B. Davis  
Vice President

Date: October 30, 1986

Mr. Clerk: Please return to: Steven M. Rosen, Esquire  
Weinberg and Green  
100 South Charles Street  
14th Floor  
Baltimore, Maryland 21201

BOOK 506 PAGE 398

EXHIBIT A

Being known and designated as "Unit II" of Heritage Office Center, a Condominium Development, as described in the Declaration dated September 30, 1986 and recorded among the Land Records of Anne Arundel County, Maryland at Liber 4210, folio 27, and as shown on the Condominium Plat, dated September, 1985 and recorded among the Land Records of Anne Arundel County, Maryland at Book 34, pages 5 and 6.

Together with the right to use in common with others entitled thereto for ingress and egress and utilities the fifty foot (50') right of way adjacent to the South 21 degrees 17 minutes 32 seconds East 643.28 foot line of Heritage Office Center and as shown on the plat prepared by the Department of Public Works of Anne Arundel County, Maryland dated March, 1982 and recorded among the Land Records of Anne Arundel County in Liber 3543, folio 98.

Mailed to Secured Party

TO BE RECORDED IN THE  
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor:  
RIVERBAY ASSOCIATES

Address:  
c/o John A. Bruno  
920 Bestgate Road  
Annapolis, Maryland 21401

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

Address:  
P. O. Box 2558  
Salisbury, MD 21801  
ATTN: William F. Brooks, Jr.

3. This Financing Statement covers:

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

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

H. ERLE SCHAFER  
CLERK

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DEC 31 86

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.

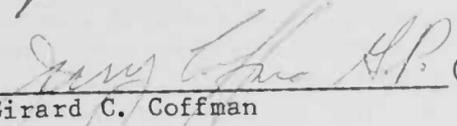
4. The aforesaid items covered by this Financing Statement are included as security in the Deed of Trust and Deed of Trust Promissory Note executed even date hereto between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the **Anne Arundel County, Maryland**.

5. Proceeds of the collateral are also covered hereunder.

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

Debtor: RIVERBAY ASSOCIATES

BY:  (SEAL)  
John A. Bruno  
General Partner

BY:  (SEAL)  
Girard C. Coffman  
General Partner

Dated: 12/18/86

MR. CLERK:

Please return to:

DAVID S. BRUCE, Esq.  
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.  
80 West Street, P. O. Box 868  
Annapolis, Maryland 21404

S350392P.MLS



## Exhibit A

## PARCEL NO. 1:

BEGINNING for the first at a stake with nail on the line of Murray Avenue at a distance of 340 feet in a Northwesterly direction from the line of Franklin Street and running thence North  $34\text{-}1/2^\circ$  East 111.40 feet to a stake on the line between the Murray and Franklin properties; thence with the said line North  $65^\circ 10'$  West 41 feet to a stake; thence South  $34\ 1/2^\circ$  West and parallel to the first line 103.40 feet to a stake on the line of Murray Avenue; thence with the line of Murray Avenue South  $55\ 1/2^\circ$  East 40 feet to the beginning stake; known as Lot Number 10 of Block "G", of Melvin's Plat of Murray Hill, recorded among the Plat Records of Anne Arundel County in Plat Book 19, Page 18.

The improvements thereon being known as 16 Murray Avenue.

BEING the same property which by Deed dated November 24, 1965, recorded among the Land Records of Anne Arundel County in Liber 1926 folio 26 was granted and conveyed by Emma V. Shortt to Edwin Davis, Jr., H. Logan Holtgrewe, Earl L. Chambers, Jr., John G. Lyons, Jr., and Gene D. Trettin, trading as Medical Arts Associates.

## PARCEL NO. 2:

BEGINNING for the second at the beginning of the conveyance by Frances H. Seymour and husband to Stanley J. Reynolds by deed dated July 24, 1944, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber JHH No. 313, folio 58; thence leaving said beginning point so fixed and running with the southwesternmost side of Shaw Street South  $77^\circ 11' 50''$  East 9.46 feet to a curve to the right having a radius of 309.86 feet thence running with said curve an arc of 67.48 feet, said arc having a chord of South  $70^\circ 42' 40''$  East 67.44 feet to the beginning of the second line of the conveyance by J. Wirt Randall, Trustee, to Lester B. Lacey by deed dated December 14, 1912, and recorded among the Land Records of Anne Arundel County in Liber G.W. 96, folio 84; thence leaving said Shaw Street and running with the second line of said conveyance to Lacey, as now surveyed, South  $31^\circ 56' 30''$  West 139.79 feet to a point 0.57 feet Southeast of the Southeast corner of a garage; thence leaving said conveyance to Lacey and running with the Southernmost wall of said garage and with the second line of the conveyance by Alex S. Prosky and wife to William Kyle Smith and his wife by deed dated July 16, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1045, folio 352, as surveyed by J.R. McCrone, Jr. Incorporated, July 1956, North  $67^\circ 51' 10''$  West 21.16 feet to an iron pipe there found; thence leaving said second line and running with part of the first line of said conveyance South  $34^\circ 26' 50''$  West 1.95 feet to intersect divisional line between the Murray Hill property (See Melvin's plan of Murray Hill, see Plat Book 19, Plat No. 18) and the Franklin Estate (See Plat No. 1189 Equity); thence leaving said conveyance to William Kyle Smith and running with said divisional line North  $67^\circ 23' 26''$  West 26.73 feet to the end of the first line of the conveyance by Frances Seymour and husband to Benjamin Hurwitz and wife by deed dated October 6, 1932, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F.S.R. No. 103, folio 440; thence leaving said divisional line between the Franklin Estate and Murray Hill and running with the second and third lines of said conveyance to Hurwitz North  $25^\circ 06' 10''$  East 217.0 feet to an iron pipe now set and North  $66^\circ 50'$  West 15.84 feet; thence running with the fourth line and continuing beyond said line to Shaw Street, running partially

with the westernmost side of a row of garages on the described lots North  $27^{\circ} 17'$  East 113.04 feet to the place of beginning. According to a survey and plat prepared by Edward Hill, III, Registered Land Surveyor, in September 1959.

BEING the same property which by Deed dated July 1, 1986, recorded among the Land Records of Anne Arundel County in Liber No. 4194, folio 825, was granted and conveyed by Bernard Legum and Rose Legum, his wife, to Medical Arts Associates.

**PARCEL NO. 3:**

**BEGINNING** for the third at the beginning of the conveyance by Collins O. Lacey to John F. Obery and Herbert W. Russell, by deed dated February 19, 1940 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 213, folio 16; the said beginning point being at the intersection of the lot line between Lots Numbers 18 and 19, Shaw Street, with the Southernmost side of Shaw Street as shown on a Plat of the Franklin Estate filed among the Equity Records of Anne Arundel County in Liber G.W. 63, folio 492; said lot number 18 being conveyed to George E. Wooley by deed dated June 15, 1909 and recorded among the Land Records of Anne Arundel County in Liber G.W. 72, folio 127; thence leaving said beginning point so fixed and said lot line and running with the Southernmost side of Shaw Street, North  $57^{\circ} 55' 50''$  West 64.67 feet; thence leaving said conveyance by Lacey to Obery and Russell and running still with said side of Shaw Street and with the first line of the conveyance by Lester B. Lacey and wife to John F. Obery by deed dated November 8, 1928 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 45, folio 397, North  $60^{\circ} 17'$  West 39.84 feet to the end of the Easternmost or South  $31^{\circ} 56' 30''$  West 138.79 foot line of the conveyance by M. Elma Owings, et al, to Bernard Legum, by deed dated October 1, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1338, folio 129, thence running with part of said conveyance by Lester B. Lacey to John F. Obery, South  $31^{\circ} 56' 30''$  West 86.0 feet; thence leaving said conveyance to Legum and running with the third line of said conveyance to Obery as now surveyed South  $60^{\circ} 14' 50''$  East 40.52 feet to an iron pipe now set in the Easternmost or South  $35^{\circ} 12'$  West 137.8 foot line of said conveyance by Collins O. Lacey to Obery and Russell; thence leaving said conveyance by Lester B. Lacey to John F. Obery and running with the lines of said conveyance to Obery and Russell as now surveyed South  $31^{\circ} 29' 10''$  West 51.8 feet, South  $65^{\circ} 46' 10''$  East 64.81 feet to the divisional line between the Franklin Estate and the Murray Estate and to they said lot line between Lots Number 18 and 19, thence leaving said divisional line between the Franklin and Murray Estates and running with said lot line North  $31^{\circ} 39' 10''$  East 128.95 feet to the place of beginning. Containing 0.277 acres, more or less. According to a Survey and Plat made by Edward Hall, III, Registered Land Surveyor, in July 1964.

BEING the same property which by Deed dated November 24, 1965, recorded among the Land Records of Anne Arundel County in Liber No. 1926, folio 31, was granted and conveyed by George E. Rullman, Jr., Trustee, to Edwin Davis, Jr., H. Logan Holtgrewe, Earl L. Chambers, Jr., John G. Lyons, Jr. and Gene D. Trettin, trading as Medical Arts Associates.

BOOK 506 PAGE 403

AND ALL THREE PARCELS collectively BEING the same property which by Deed dated December 18, 1986 recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland was conveyed to Riverbay Associates, a Maryland General Partnership from Medical Arts Associates, a Maryland General Partnership.

s35039ex.ams

Mailed to Secured Party

RECORD: FINANCING STATEMENT RECORDS OF  
ANNE ARUNDEL COUNTY, MARYLAND

FINANCING STATEMENT

December 30, 1986

**Debtor:**

MURRAY FRIEDMAN, SYLVIA  
FRIEDMAN, STANLEY LOVE,  
EVELYN LOVE, ABRAHAM SHUSTER  
and THELMA SHUSTER

**Address:**

110 Ritchie Road  
Capitol Heights, Maryland 20743

**Secured Party:**

MARYLAND NATIONAL BANK,  
a national banking association

10 Light Street  
P. O. Box 987  
Baltimore, Maryland 21203  
Attention: Real Estate and Mortgage  
Banking 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 Stephen F. Beckenholdt and Lawrence J. Grady, Jr., 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.

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ANNE ARUNDEL COUNTY RECORDS  
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H. ERLE SCHAFER  
CLERK

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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.

WITNESS:

DEBTOR:

J. Wellen

Murray Friedman [SEAL]  
Murray Friedman

J. Wellen

Sylvia Friedman [SEAL]  
Sylvia Friedman

Stanley Love

Stanley Love [SEAL]  
Stanley Love

Evelyn Love

Evelyn Love [SEAL]  
Evelyn Love

Abraham Shuster

Abraham Shuster [SEAL]  
Abraham Shuster

Thelma Shuster

Thelma Shuster [SEAL]  
Thelma Shuster

**FILING OFFICER:** After filing, please return to:

Deborah D. Brain, Esquire  
Linowes and Blocher  
8720 Georgia Avenue, Fifth Floor  
P. O. Box 8728  
Silver Spring, Maryland 20907

All that property situate in Anne Arundel County, State of Maryland, described as:

Beginning for the same at a P.K. Nailm now set on the easterly side of Old Annapolis Road (Md. Route No. 175) in the fourth or North 10 degrees 50' 10" West 177.93 foot line of the First Parcel of land described in a mortgage dated Jan. 4, 1967 by and between Bis Enterprises, Inc., Odenton Enterprises, Inc., A. Danny Bisogne, and The Citizens National Bank, recorded among the land records of Anne Arundel County in Liber 2036, folio 146 7.67 feet from the beginning of said fourth lines, thence binding on a part thereof and on the easterly side of Old Annapolis Rd. (Md. Route No. 175)

1. North 10 degrees, 50' 10" West 80.00 feet to an iron pipe found, thence leaving said fourth line and the easterly side of Old Annapolis Road

2. North 79 degrees 12' 40" East 225.00 feet to an iron pipe set,

3. South 10 degrees 50' 10" East 80.00 feet to an iron pipe set, thence

4. South 79 degrees 12' 40" West 225.00 feet to the point of beginning. Containing 18,000 square feet of land, more or less, according to survey made by Ellsworth T. Skrenchuz, Registered Land Surveyor.

Together with an easement for ingress and egress to be used in common with others entitled thereto, over the following described land:

Beginning for the same at a point located in the South 54 degrees 19' East 36.91 feet line of the conveyance from Annapolis Road Garage, Inc. to Odenton Enterprises, Inc. by deed dated November 11, 1960 and recorded among the land records in Liber 1438, folio 329, distant as now surveyed South 54 degrees 19' 10" East 25.20 feet from an iron pipe found on the southerly side of the 20 foot right of way which by this description is being widened; thence running so as to include a portion of the aforementioned conveyance and the extension of the northerly line of the building formerly housing June Motors, South 79 degrees 07' 50" West 129.18 feet to a point on the easterly side of Old Annapolis Rd. (Md. Route No. 175); thence running with said road, North 10 degrees 50' 10" West 22.07 feet to an iron pipe set; thence leaving said conveyance and running with said Route No. 175 North 10 degrees 50' 10" West 24.84 feet to the extension of the southerly line of the building housing the grocery store located directly north of the said first mentioned building; thence leaving said Route No. 175 and running with said building line extended so as to include a portion of the conveyance from Saches and Fine to Louis M. Barattini by deed

Exhibit "A"

(Property Description)

dated 1/29/53 and recorded among the land records in Liber J.H.H. 742 folio 279, said Louis Barattini having since died and willed said property to Mary Barattini, his widow, North 78 degrees 17' 20" East 299.72 feet to the westerly side of a proposed 40 foot road; thence running with said road South 10 degrees 52' 40" East 51.31 feet to an iron pipe set where the extension of the northerly line of the building formerly housing June Motors intersects said 40 foot road; thence leaving said road and running with said building line South 79 degrees 07' 50" West 170.54 feet to the place of beginning.

Also, together with a 30 foot wide temporary access easement to be used in common with others until a permanent access easement is established, described as follows:

Beginning for the same at a point in and 74.73 feet from the beginning of the sixth or South 79 degrees 07' 50" West 170.73 foot line of the easement described in the conveyance by and between Mary Barattini, widow, and Odenton Enterprises, Inc., dated March 31, 1964 and recorded among the Land Records of Anne Arundel County in Liber 2478, folio 474, and running thence

1. South 10 degrees 50' 10" East 178.21 feet to intersect the second or North 79 degrees 10' 50" East 147.10 foot line of the second parcel described in Mortgage by and between Bis Enterprises, Inc., Odenton Enterprises, Inc., A. Danny Bisogne and the Citizens National Bank, dated 1/4/67 and recorded among the aforesaid Land Records in Liber 2030, folio 146, at a point 74.86 feet from the end of said line, thence binding thereon
2. North 79 degrees 10' 50" East 30.00 feet, thence leaving said line
3. North 10 degrees 50' 10" West 178.18 feet to intersect the above mentioned sixth line, thence binding thereon
4. South 79 degrees 07' 50" West 30.00 feet to the point of beginning.

Exhibit "A"  
Cont'd.

Mailed to Secured Party

MARYLAND NATIONAL BANK

265386

**FINANCING STATEMENT**

- 1  To Be Recorded in the Land Records of \_\_\_\_\_
- 2  To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3  Not subject to Recordation Tax
- 4  Recordation Tax has been paid on the principal amount of \$ 1,200,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5 Debtor(s) Name(s) Address(es)  
Aiello Properties Limited 7327 Ritchie Highway  
Partnership formerly known as Glen Burnie, Maryland 21061  
Gladding-Aiello Realty Company  
Limited Partnership

RECORDED FEE 12.00  
 POSTAGE .50  
 JAN 2 1987 11:47 AM

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

Mail to

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 22 December 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):  
Aiello Properties Limited Partnership  
formerly known as Gladding-Aiello  
Realty Company Limited Partnership  
 BY: Joseph B. Aiello (SEAL)  
Joseph B. Aiello, General Partner  
 \_\_\_\_\_ (SEAL)

Secured Party  
MARYLAND NATIONAL BANK  
 By: Charles S. Fitzgerald (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.

853-B ED 1-85

RECEIVED FOR RECORD  
 CIRCUIT COURT, ANNE ARUNDEL COUNTY

1987 JAN -2 PM 12:47

H. ERLE SCHAFFER  
 CLERK



12.00  
 .50



4. Proceeds of all collateral (including, but not limited to, the proceeds of all insurance policies) are covered.

5. ~~Not such~~ Recordation tax has been paid to the Clerk of the Circuit Court of Anne Arundel County upon recording of the Deed of Trust. Secured Party:  
Debtor:

CHESAPEAKE SPA CREEK LIMITED PARTNERSHIP

CITICORP REAL ESTATE, INC

By: Nordbro Annapolis, Inc.,  
General Partner

By: Harold E. Daigle  
Harold E. Daigle  
Vice President

By: Stephen C. Wilcox  
Name: Stephen C. Wilcox  
Title: V.P.

By: Consolidated Capital Equity Corporation, General Partner

By: Thomas C. Trimble  
Name: Thomas C. Trimble  
Title: Senior Vice President

(Mr. Clerk: Return to Secured Party at address shown above)

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

RLK25/p

26  
2

PROPERTY DESCRIPTION

All those lots or parcels of land situate, lying and being in Anne Arundel County, Maryland, described as follows:

Section B-2, as the same is shown on a plat of subdivision entitled, "Section B, Spa Cove", which plat is duly recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 34, Plat No. 27, containing 10.4724 acres.

Section A, as the same is shown on a plat of subdivision entitled, "Section A, Spa Cove", which plat is duly recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 32, Plat No. 72.

Together with all easements, rights-of-way and other rights contained in the Declaration of Easements dated December 29, 1986 between Vytor Associates Limited Partnership as grantor and Chesapeake Spa Creek Limited Partnership as grantee and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland.

Together with a fee simple interest in the property described as Easement Areas B and C attached hereto.

## Light, Elliott, & Associates Inc.

8508 ADELPHI ROAD • ADELPHI, MARYLAND 20783-1799 • PHONE 422-6080

M. C. JOSHI, P.E.  
DAVID H. ELLIOTT  
WESSON COOK, JR., L.S.

### DESCRIPTION EASEMENT AREA B

Being part of the property conveyed by GERALD A. GALBLUM and IRVING R. PRESSMAN, Trustees, to VYTAR ASSOCIATES by deed dated July 11, 1968, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2187 at Folio 514; said property being situated in the (Sixth) Election District and being more particularly described as follows:

Beginning for the same at a point marking the beginning of the seventh or North  $21^{\circ} 19' 30''$  West, 529.03 feet course as described in Parcel III of the aforesaid deed, said point also marking the southerly end of the easterly or South  $21^{\circ} 19' 30''$  East, 529.03 feet outline of Section A, as shown on a plat of subdivision entitled "Section A SPA COVE", and recorded among the aforesaid land records in Plat Book 32 as Plat 72; proceeding thence with part of both said lines,

- (1) North  $21^{\circ} 19' 30''$  West, 145.26 feet to a point; thence crossing the aforesaid Parcel III with the following two courses and distances:
- (2) South  $77^{\circ} 01' 36''$  East, 81.85 feet to a point; thence
- (3) South  $12^{\circ} 58' 24''$  West, 120.00 feet to the point of beginning, containing 4911 square feet of land.

## Light, Elliott, & Associates Inc.

8508 ADELPHI ROAD • ADELPHI, MARYLAND 20783-1799 • PHONE 422-6080

M. C. JOSHI, P.E.  
DAVID H. ELLIOTT  
WESSON COOK, JR., L.S.

### DESCRIPTION EASEMENT AREA C

Being part of the property conveyed by GERALD A. GALBLUM and IRVING R. PRESSMAN, Trustees, to VYTAR ASSOCIATES by deed dated July 11, 1968, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2187 at Folio 514; said property being situated in the Sixth Election District and being more particularly described as follows:

Beginning for the same at a point in the third or North  $21^{\circ} 19' 30''$  West, 368.48 feet course as described in Parcel I of the aforesaid deed, 80.76 feet from the beginning thereof, and proceeding thence with part of said third course, and so as to include 58.80 feet of the easterly or South  $21^{\circ} 19' 30''$  East, 100.00 feet outline of Primrose Road as dedicated by a plat of subdivision entitled "Additional Street Dedication Plat, Part of Primrose Road, SPA COVE", and recorded among the aforesaid land records in Plat Book 32 as Plat 82,

(1) North  $21^{\circ} 19' 30''$  West, 77.72 feet to a point; thence crossing the aforesaid Parcel I with part of the southerly or South  $81^{\circ} 14' 20''$  West, 388.49 feet outline of Section A as shown on a plat of subdivision entitled "Section A, SPA COVE", and recorded among the aforesaid land records in Plat Book 32 as Plat 72,

(2) North  $81^{\circ} 14' 20''$  East, 140.55 feet to a point; thence still crossing the subject property herein with two new courses and distances:

(3) South  $42^{\circ} 12' 17''$  West, 114.20 feet to a point; thence

(4) South 74° 48' 30" West, 35.16 feet to the point of beginning,  
containing 6,413 square feet of land.

Mailed to Secured Party

265388

STATE OF MARYLAND

S-7004 2 CHATELS

FINANCING STATEMENT FORM UCC-1

ANNE ARUNDEL  
Identifying File No. BOOK 506 PAGE 416

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

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

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

This financing statement Dated December 30, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chesapeake Spa Creek Limited Partnership

Address

2. SECURED PARTY

Name Johnstown/Consolidated Realty Trust

Address 5775-A Peachtree Dunwoody Road

Atlanta, Georgia 30342

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

3. Maturity date of obligation (if any) June 30, 1987

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

Those items owned by Debtor described on Exhibit "B" attached hereto located in, upon or used in connection with the operation of the Property and improvements described on Exhibit "A" attached hereto.

Mail to:  
COMMERCIAL SETTLEMENTS, INC.  
1413 K Street, N.W.  
11th Floor  
Washington, D.C. 20005

RECORD FEE 30.00  
POSTAGE  
JAN 2 1987

CHECK  THE LINES WHICH APPLY

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

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

Property located in Anne Arundel County, Maryland, more particularly described on Exhibit "A" attached hereto.

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

See signature page attached

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

RECEIVED IN RECORDS  
CR CLERK  
1987 JAN -2 PM 3:28  
J. ERLE SCHAFFER  
CLERK

307  
2

Signature Page to UCC Financing Statement

DEBTOR:

CHESAPEAKE SPA CREEK LIMITED PARTNERSHIP

BY: Nordbro Annapolis, Inc.,  
General Partner

By: *Steph Wiley*  
Title: *V.P.*

BY: Consolidated Capital Equities Corporation,  
General Partner

By: *[Signature]*  
Title: *Genia Vice President*

~~SECURED PARTY:~~

~~JOHNSTOWN/CONSOLIDATED REALTY TRUST~~

~~By: \_\_\_\_\_  
Title: \_\_\_\_\_~~

5617C

EXHIBIT A

PROPERTY DESCRIPTION

All those lots or parcels of land situate, lying and being in Anne Arundel County, Maryland, described as follows:

Section B-2, as the same is shown on a plat of subdivision entitled, "Section B, Spa Cove", which plat is duly recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 34, Plat No. 27, containing 10.4724 acres.

Section A, as the same is shown on a plat of subdivision entitled, "Section A, Spa Cove", which plat is duly recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 32, Plat No. 72.

Together with all easements, rights-of-way and other rights contained in the Declaration of Easements dated December \_\_, 1986 between Vytor Associates Limited Partnership as grantor and Chesapeake Spa Creek Limited Partnership as grantee and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland.

Together with a fee simple interest in the property described as Easement Areas B and C attached hereto.

## Light, Elliott, & Associates Inc.

8508 ADELPHI ROAD • ADELPHI, MARYLAND 20783-1799 • PHONE 422-6080

M. C. JOSHI, P.E.  
DAVID H. ELLIOTT  
WESSON COOK, JR., L.S.

### DESCRIPTION EASEMENT AREA B

Being part of the property conveyed by GERALD A. GALBLUM and IRVING R. PRESSMAN, Trustees, to VYTAR ASSOCIATES by deed dated July 11, 1968, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2187 at Folio 514; said property being situated in the (Sixth) Election District and being more particularly described as follows:

Beginning for the same at a point marking the beginning of the seventh or North  $21^{\circ} 19' 30''$  West, 529.03 feet course as described in Parcel III of the aforesaid deed, said point also marking the southerly end of the easterly or South  $21^{\circ} 19' 30''$  East, 529.03 feet outline of Section A, as shown on a plat of subdivision entitled "Section A SPA COVE", and recorded among the aforesaid land records in Plat Book 32 as Plat 72; proceeding thence with part of both said lines,

- (1) North  $21^{\circ} 19' 30''$  West, 145.26 feet to a point; thence crossing the aforesaid Parcel III with the following two courses and distances:
- (2) South  $77^{\circ} 01' 36''$  East, 81.85 feet to a point; thence
- (3) South  $12^{\circ} 58' 24''$  West, 120.00 feet to the point of beginning, containing 4911 square feet of land.

# Light, Elliott, & Associates Inc.

8508 ADELPHI ROAD • ADELPHI, MARYLAND 20783-1799 • PHONE 422-6080

M. C. JOSHI, P.E.  
DAVID H. ELLIOTT  
WESSON COOK, JR., L.S.

## DESCRIPTION EASEMENT AREA C

Being part of the property conveyed by GERALD A. GALBLUM and IRVING R. PRESSMAN, Trustees, to VYTAR ASSOCIATES by deed dated July 11, 1968, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2187 at Folio 514; said property being situated in the Sixth Election District and being more particularly described as follows:

Beginning for the same at a point in the third or North  $21^{\circ} 19' 30''$  West, 368.48 feet course as described in Parcel I of the aforesaid deed, 80.76 feet from the beginning thereof, and proceeding thence with part of said third course, and so as to include 58.80 feet of the easterly or South  $21^{\circ} 19' 30''$  East, 100.00 feet outline of Primrose Road as dedicated by a plat of subdivision entitled "Additional Street Dedication Plat, Part of Primrose Road, SPA COVE", and recorded among the aforesaid land records in Plat Book 32 as Plat 82,

(1) North  $21^{\circ} 19' 30''$  West, 77.72 feet to a point; thence crossing the aforesaid Parcel I with part of the southerly or South  $81^{\circ} 14' 20''$  West, 388.49 feet outline of Section A as shown on a plat of subdivision entitled "Section A, SPA COVE", and recorded among the aforesaid land records in Plat Book 32 as Plat 72,

(2) North  $81^{\circ} 14' 20''$  East, 140.55 feet to a point; thence still crossing the subject property herein with two new courses and distances:

(3) South  $42^{\circ} 12' 17''$  West, 114.20 feet to a point; thence

(4) South  $74^{\circ} 48' 30''$  West, 35.16 feet to the point of beginning, containing 6,413 square feet of land.

EXHIBIT "B"

All fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property described on Exhibit "A" hereof, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, panelling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants.

Mailed to Secured Party

maryland national bank

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)  
 J. Howard Granger, Inc. P. O. Box 3015  
 Crofton, Md. 21114

6 Secured Party Address  
 Maryland National Bank 2227 Defense Highway  
 Attention: Rhoda Rosenthal Crofton, Md. 21114

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.

RECORDED FEE 12.00  
 POSTAGE .50  
 MAY 17 2006 R02 T15:46  
 JAN 2 87

1987 JAN -2 PM 3:44  
 H. ERLE SCHAFFER  
 CLERK

J. Howard Granger, Inc.  
*Larry W. Grainger* Pres.  
 (Seal)  
 Larry W. Grainger, President

Secured Party  
 Maryland National Bank

*Rhoda Rosenthal* (Seal)  
 Rhoda Rosenthal, Branch Officer  
 Type name and title

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

Mailed to Secured Party

265390

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)  
Florence M. Kright  
591 Terrace View MHF  
Baltimore, Md. 21225

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

3  The Debtor is a transmitting utility

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

RECORD FEE 11.00  
#11920 0266 R02 11:55  
JAN 2 87

5 This Financing Statement covers the following type(s) (or items) of property  
The mobile home, manufactured by Zimmer, year 86,  
model L 72, W 14, Serial # 2751, and  
all consumer goods, appliances, accessories, equipment and attach-  
ments now contained in the mobile home, and all accessories later  
affixed to mobile home, including proceeds and insurance proceeds  
of all of the foregoing.

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

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  
 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

*Continental Sales Contract has been signed*

No. & Street Town or City County Section Block Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
already subject to a security interest in another jurisdiction:  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State.

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s).

By Florence M. Kright  
Signature(s) of Debtor(s)

By Eastern Home INC  
Auto Mobile sec.  
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

Mail to  
P.S.F.S  
Consumer Lending Dept.  
1234 Market St 9th Floor  
Phila Pa. 19107

Mailed to Secured Party

Ellis Leasing Co.

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  
UCC Div., Box 1197, Richmond, Va. 23209

LOCAL (CLERK OF Anne Arundel Co.)

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.

249778

Index numbers of subsequent statements (For office use only)

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

Arundel Crane  
115 Wellham Avenue, N.E.  
Glen Burnie, Maryland 21060

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT  
The debtor(s) hereby grant(s) to the secured party a security interest in the collateral described herein to secure all debts owed by debtor(s) to the secured party except as limited by separate written agreement.
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

RECORD FEE 10.00  
POSTAGE .50  
#11921 0666 102 T13:01  
JAN 2 87

Name & address of Secured Party

Ellis Leasing Company  
21900 N. Washington Highway  
Glen Allen, Virginia 23060

Name & address of Assignee

Date of maturity if less than five years

- Proceeds of collateral are covered
- Products of collateral are covered

Description of collateral covered by original financing statement

1. Three (3) JLG Manlifts Snorkel S.N. 738687, 740297 & 730806
2. Ellis Leasing Co. Lease 717 dated 7/27/83 with Arundel Crane.

132

RECORDED  
INDEXED  
1987 JAN -2 PM 4:05  
MARLE SCHAFER  
CLERK

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

Describe Real Estate if applicable:

Signature of Debtor if applicable (Date)

10/50

Signature of Secured Party if applicable (Date)

ELLIS LEASING COMPANY

by *Richard W. Mayhew*

12-08-86

Anne Arundel County

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

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 223711 recorded in Liber 399, Folio 497 on March 21, 1979 (date).

1. DEBTOR(S):

Name(s): V & M Enterprises, Inc. t/a Pizza Factory
Address(es): 489 Old Mill Road
Millersville, Maryland 21108

2. SECURED PARTY:

Name: THE EQUITABLE TRUST COMPANY
Address: 100 E. Pratt Street
Baltimore, Maryland 21202

RECORD FEE 10.00
#11922 0660 802 JAN 21 1979

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

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

- 3. [ ] CONTINUATION. The original Financing Statement referred to above is still effective.
4. [X] TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. [ ] ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all 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.

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY

1987 JAN -2 PH 4:12

H. ERLE SCHAFER
CLERK

BF

9. DEBTOR:

Blank lines for Debtor information.

SECURED PARTY:

EQUITABLE BANK, National Association, successor in interest to The Equitable Trust Company
By Barbara A. Wykowski
Barbara A. Wykowski, Corporate Banking Officer

2/10/81

Mailed to Secured Party

506-427

No. NOT USED

1-3-87

11-50



MARYLAND NATIONAL BANK

We want you to grow.™

265392

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)  
 Travel Unlimited, Inc. 523 Benfield Road  
 Severna Park, Maryland 21146

RECORD FEE 11.00  
 FILING FEE .50  
 148338 CTTT AM 109:31  
 JAN 03 87

6. Secured Party Address  
 Maryland National Bank P.O. Box 17100  
 Attention: M. Johnson Documentation Dept. Baltimore, MD 21203

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.  
Travel Unlimited, Inc.

x [Signature] (Seal)  
 Edward J. Dyas, Jr. President

✓ [Signature] (Seal)  
 Grace Johnson, Vice President

x [Signature] (Seal)  
 Edward J. Dyas, Jr.

✓ [Signature] (Seal)  
 Grace Johnson

Secured Party  
 Maryland National Bank

[Signature] (Seal)  
 Nancy A. Richter  
 Vice President

Type name and title

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

207-95 REV 7/83

1150

Mailed to Secured Party



RECEIVED FOR RECORD  
ANN ARUNDEL COUNTY

1987 JAN -2 AM 11:11

H. ERLE SCHAFFER  
CLERK

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$.....
- To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Address

The Rockwell Group Inc.

Po Box 250  
Churchton, Md. 20733

RECORD FEE 12.00  
 FIDELITY .50  
 1987 JAN 03 11:11 AM  
 03 87

SECURED PARTY (OR ASSIGNEE)

First National Bank of Maryland —Address: 14700 Main Street  
Upper Marlboro, Md. 20772

Attach separate list if necessary

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

1986 Ford Truck. ser. #1FTHX26HGKB82566

- 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.

*DF*

Debtor (or Assignor)  
The Rockwell Group Inc.

Secured Party (or Assignee)  
First National Bank of Maryland

Frank T. Christian

BY *Shirley Mascaro*  
Shirley Mascaro

FNB 0850-A

Type or print names under signatures

Mailed to Secured Party

OR  
CLERK

RECEIVED FOR RECORD  
 1987 JAN -3 AM 11:11  
 H. ERLE SCHAFFER  
 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 11-24-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

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

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

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

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated November 10, 1986 Schedule # 01, dated November 10, 1986 between Assignor as Lessor and LEASE ACCOUNT # BS5010 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 November 24, 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

Handwritten initials: 11 SW

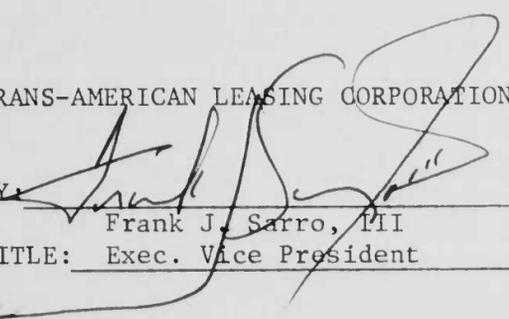
RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1987 JAN -3 AM 11:12
H. ERLE SCHAFER
CLERK

BOOK 506 PAGE 431

EQUIPMENT LIST

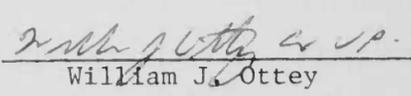
<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	Cascade Reception Desk 48"
1	Retail Display 48" Cascade
15	Cascade Styling Stations
15	Round Mirrors w/frame
15	#2100 Hydraulic Styling Chairs
4	#2100 Dryer Chairs w/super air dryer
4	Shampoo Bulkheads
4	Shampoo Bowls/Nutmeg
4	Shampoo Chairs Scoop
4	Roller Trays Beige
1	Stool with back for desk

TRANS-AMERICAN LEASING CORPORATION

BY: 

Frank J. Sarro, III

TITLE: Exec. Vice President

IRVINGTON FEDERAL SAVINGS AND  
LOAN ASSOCIATIONBY: 

William J. Ottey

TITLE: Exec. Vice President

Mailed to Secured Party

Filed with Anne Arundel County

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 Nov. 1, 1986, Schedule # N/A, dated N/A between Assignor as Lessor and LEASE ACCOUNT # BS5009 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 Nov. 11, 1986 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

*Frank J. Saryo, III*  
(Signature of Debtor)

Frank J. Saryo, III, Exec. V.P.  
Type or Print Above Signature on Above Line

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

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

*William J. Ottey*  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

CLERK

RECEIVED FOR FILING

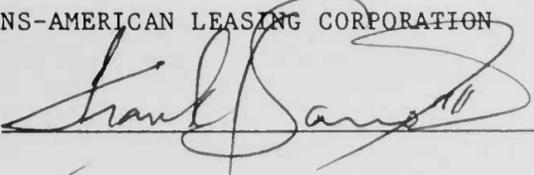
1987 JAN -3 AM 11:12

H. ERLE SCHAFFER  
CLERK

EQUIPMENT LIST

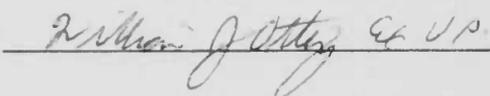
<u>Quantity</u>	<u>Description</u>
6 (six)	#2100 Hydraulic Chairs
1 (one)	SC-7421 Cascade Reception Desk
1 (one)	MG-4550 Storage Retail Showcase w/upper see thru display
6 (six)	SC-7421 Cascade Stylers
6 (six)	36" Round Mirrors
2 (two)	Dryer Chairs w/2 super air dryers #2100
3 (three)	Shampoo Bulkheads #2605
3 (three)	#8300/560 Shampoo Bowls
3 (three)	Shampoo Chairs #6014 (Scoop)
1 (one)	#NC 1000 Manicure Table w/lamp
2 (two)	Stool with back - 1-desk, 1-manicure
6 (six)	#2804 Reception Chairs

TRANS-AMERICAN LEASING CORPORATION

BY: 

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

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: 

TITLE: William J. Ottey, Exec. V.P.

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

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

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

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

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

This financing statement Dated 11/11/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

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

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

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

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 11/1/86, Schedule # 01, dated 11/1/86 between Assignor as Lessor and LEASE ACCOUNT # BB3042 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 11/11/86 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

*Frank J. Sarro III*  
(Signature of Debtor)

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

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

*William J. Ottey*  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County.

RECEIVED FOR RECORD  
ANNE ARUNDEL COUNTY  
1987 JAN -3 AM 11:12  
N. ERLE SCHAFFER  
CLERK

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	Belvedere #713-6 6 Dryer Sofa
11	Helene Curtis Cool-Temp Dryers
7	Takara Belmont Twin Island Stylers
2	Glaro Chrome
1	Glaro Umbrella Stand
1	Custom Laminated 3 Tiered Reception Desk
1	Custom Laminated Open Glass Cabinet and Retail Wall
2	Venice Dina Meri #180 Carts
1	Custom Rouned Tinting Top
4	Takara Belmont Shampoo Joy Electric Shampoo Chairs
16	Takara Belmont #ST737F Styling Chairs w/fantasy base
5	Takara Belmont #D4637 Dryer Chairs
7	Curvey Chrome Wire Reception Chairs
1	Custom Dispensary Storage Wall
1	Custom Laminated Shampoo Lower Bulkhead
4	Belvedere 3100-622-403 Shampoo Bowls
1	Custom Laminated Wall Storage Cabinet
1	Belevedere Climazon on Casters

TRANS-AMERICAN LEASING CORPORATION

BY:

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

DATE: 11/11/86

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

BY:

TITLE: William J. Ottey, Exec. V.P.

DATE: 11/11/86

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

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

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

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

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

This financing statement Dated 11-7-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

RECORD FEE 11.00  
POSTAGE .50  
JAN 03 87

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

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

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

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated May 23, 1986, Schedule #02, dated May 23, 1986 between Assignor as Lessor and LEASE ACCOUNT # 681250 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 November 7, 1986 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III.  
(Signature of Debtor)

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

Type or Print Above Signature on Above Line

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

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

1987 JAN -3 AM 11:12  
H. ERLE SCHAFER  
CLERK

BS/REND. PARK

RENDEZVOUS IN THE PARK, INC.  
SCHEDULE 02

BOOK 506 PAGE 437

EQUIPMENT LIST

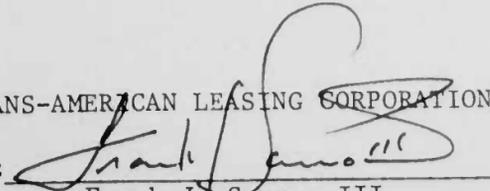
QUANTITY

DESCRIPTION

17	#986 D. Hydraulic Chairs w/disc base, brass
3	#432 Ergo Wash Unit/beige bowl cmpt. w/fixtures
1	Free Standing Lavacet
1	#86 Wall Steamer
4	#850 Wall Dryers
3	#270 Reception Chairs
1	#3030 Manicure Table w/mag lamp
1	Manicurist Stool, ergonomic
1	Patrons Chair
4	Climazon Lights
5	MTS make-up Stools #8231, Brass

TRANS-AMERICAN LEASING CORPORATION

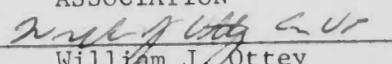
BY:

  
Frank J. Sarro, III

TITLE: Exec. V.P.

IRVINGTON FEDERAL SAVINGS & LOAN  
ASSOCIATION

BY:

  
William J. Ottey

TITLE: Exec. V.P.

Filed with Anne Arundel County

Mailed to Secured Party

265398

FINANCING STATEMENT FORM UCC-1

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

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

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

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

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

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

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

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

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

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated June 16, 1986, Schedule # 01, dated June 20, 1986 between Assignor as Lessor and LEASE ACCOUNT # 061686 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 Nov. 3, 1986 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

RECORD FEE 31.00  
PROPERTY 50  
\$1530 0777 001 109140  
JAN 03 87

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above 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. Sarris  
(Signature of Debtor)

Frank J. Sarris, VII, Exec. V.P.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with AA

1987 JAN -3 AM 11:12  
H. ELLI SCHAFER  
CLERK

121

EQUIPMENT LIST

BOOK 506 PAGE 439

<u>Quantity.</u>	<u>Description</u>
1	FO-2715 SHARP FAX #5014980
1	Riso Facsimile system with/ one case Fax paper
1	Ricoh 3060 Copier with cabinet & supplies
1	Merlin system ( Merlin 8/20 and ten 10 button Merlin sets and one 34 button set.
1	IBM AT S/N 53114564 - Product #011376
1	AT 30MEG DRIVE S/N6042472 - Product #011374
2	INTEL 80287 - Product #012014
1	SEGATE 40MEG - Product code 051114
18	CHIPS - Product Code #060110
2	INTEL ABOVE BOARD - Product Code #061067
2	SIGMA DESIGN 400BD
2	PRINCETON GRAPHICS SR12 - Product #031360
1	IBM AT SERIAL/PARALLEL ADAPTER - Product #075104
1	PC EDIT
1	DATA CABLE SEGATE 40MEG - Product #400158
1	CONTROL CABLE SEGATE 40MEG
2	AT SERIAL ADAPTER CONNECTOR - Product #400728

TRANS-AMERICAN LEASING CORPORATION

BY: Frank Danno

IRVINGTON FEDERAL SAVINGS & LOAN  
ASSOCIATION

BY: William J. Gutter

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 10/22/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Association
Address 4108-04 Frederick Avenue
Baltimore, Maryland 21229

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Ass. of certain contract payments under a certain Security Agreement dated June 1, 1986 between Assignor as Secured Party and CONTRACT ACCOUNT # 681120-Q as Debtor, Assignor has granted a Security Interest in the following equipment financed by Debtor, to Assignee per a Non-Recourse Assignment of Payments dated 10/22/86 between Assignor and Assignee:

- 1 (one) Accounting System w/General Ledger, Accounts Payable, Accounts Receivable, Payroll/Personnel

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above 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 AND 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.

1987 JAN -3 AM 11:12
H. ERLE SCHAFER
CLERK

Mailed to secured Party

GENELAV

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 11/4/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated October 1, 1985, Schedule # 02, dated April 30, 1986 between Assignor as Lessor and LEASE ACCOUNT # 581001 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 November 4, 1986 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III  
(Signature of Debtor)  
Frank J. Sarro III, Exec. V.P.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey, Exec. V.P.  
(Signature of Secured Party)  
William J. Ottey, Exec. V.P.  
Type or Print Above Name on Above Line

Filed with Anne Arundel County.

CR  
CLERK

RECEIVED FOR RECORDING  
ANNE ARUNDEL COUNTY  
1987 JAN -3 AM 11:12  
H. ERLE SCHAFER  
CLERK

GOODTI

QuantityDescription

147 units

Store Fixtures, as follows:

Wall Units

13 each 4' as per drawings, 78" high with 22" base deck, plus 5 additional 22" deep shelves per unit.

Island Units

39 each 3' and 4' wide, as per drawings, 66" high with base deck 22" each side, with 4 additional 16" deep shelves on each side throughout. The only exception will be the 2 center rows which will contain 19" deep shelves on each side as shown on the drawing.

End Units

11 each 4', as per drawing, 66" high with 22" base decks, complete with 4 each 16" deep shelves each.

**Upper Ground Level**Rear Wall Units

11 each 3' and 4' wide, as per drawing, 78" high with 31" deep base decks and 5 additional 31" shelves

4 each Same as above except 22" deep with 22" shelves

Island Units

42 each 3' and 4' wide, per drawings, 66" high with 22" deep base decks on each side and with 4 additional 16" shelves each.

Wall Units

8 each 3' and 4' wide, 48" high, 22" deep with (2) 22" deep shelves each.

End Units

19 each 4' wide, 66" high with 22" deep base decks and 4 additional 16" deep shelves.

IRVINGTON FEDERAL SAVINGS AND LOAN  
ASSOCIATIONBY: William J. Ottey, Exec. V.P.TITLE: William J. Ottey, Exec. V.P.DATE: 11/4/22

TRANS-AMERICAN LEASING CORPORATION

BY: Frank L. Sarro III, Exec. V.P.TITLE: Frank L. Sarro III, Exec. V.P.

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated November 11, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 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 November 1, 1986, Schedule # N/A, dated N/A between Assignor as Lessor and LEASE ACCOUNT # BB3043 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 November 11, 1986 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

[Signature]  
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.

Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

[Signature]  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

OR  
CLERK

FILED FOR RECORD  
ANNE ARUNDEL COUNTY

1986 JAN -3 AM 11:12

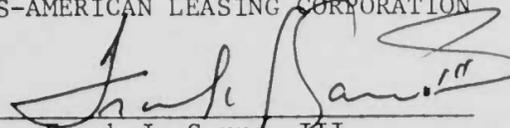
BERLE SCHAFFER  
CLERK

Filed with Anne Arundel County

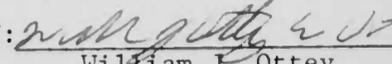
EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	Custom Triple Lower Shampoo Bulkhead
3	Belv. #3800-622-403 Porc. Bowls
3	Pibbs #768 Shampoo Chairs
1	Merritan Miami Sunbed S/N's 07854262; 078854404
9	Formatron Styling Chairs
9	Custom Styling Chairs
1	Custom Tinting Station
3	Formatron Dryer Chairs
1	K-Line #324 Combo Mani Table
3	Helene Curtis Cool Temp Dryers
1	Custom 72" Curved Reception Desk
1	Precision 24" Coat Rack
2	Ergospec Receptionists Mani Operator Air Lift Chairs

TRANS-AMERICAN LEASING CORPORATION

BY:   
Frank J. Sarro, III  
TITLE: Exec. Vice President

IRVINGTON FEDERAL SAVINGS AND  
LOAN ASSOCIATION

BY:   
William J. Ottey  
TITLE: Exec. Vice President

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated July 10, 1986, Schedule # 01, dated N/A between Assignor as Lessor and LEASE ACCOUNT # BB3037 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 22, 1986 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

*Frank J. Sarro, III*  
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

*William J. Ottey*  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

CR CLERK

RECORDED  
INDEXED  
ANNE ARUNDEL COUNTY

1987 JAN -3 AM 11:12

H. EPLE-SCHAFFER  
CLERK

Filed with Anne Arundel County

TRACY SCHEMINANT & JOHN LUKE,  
AS INDIVIDUALS D/B/A CLASSIC HAIR DESIGN

BOOK 506 PAGE 446

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
6	Venice Dina Meri Styling Chairs
1	Cascade 56" Reception Desk
2	Belvedere #3800-622-403 Porc. on Cast Iron Bowls
2	Norris Shampoo Chairs
2	Custom Double Radii Styling top
4	Venice Dina Meri Carts #111
2	Metro 5 Shelf Chrome Retail Racks
2	Plexiglas Shelf Liners
1	Metro 3 Shelf Retail Coat Rack
1	Custom Double Radii Tinting Top
2	Custom Wall Cabinets (over shampoo area)
1	Kayline #324 Main-combo w/light & pad
2	Merritan Miami Beach Tanning Beds
2	Ergospec C-2 Reception Stools
2	Helene Curtis Cool Temp. Dryers
2	Childs Seats

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarro, III

TITLE: Frank J. Sarro, III, Exec. V.P.

IRVINGTON FEDERAL SAVINGS AND LOAN  
ASSOCIATION

BY: William J. Ottey

TITLE: William J. Ottey, Exec. V.P.

Mailed to Secured Party

265403

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 Aug. 21, 1986, Schedule #01, dated N/A between Assignor as Lessor and LEASE ACCOUNT # BB 3035 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 22, 1986 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

*Frank J. Sarro, III*  
(Signature of Debtor)

Frank J. Sarro, III Exec. V.P.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

*William J. Ottey*  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

BB/JSTFRLKS

RECEIVED FOR RECORD  
POSTAGE  
FEB 27 1987 109:42  
JAN 03 87

CR  
CLERK

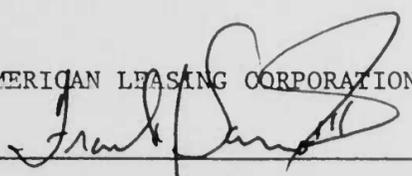
1987 JAN -3 AM 11:12  
H. ERLE SCHAFER  
CLERK

EQUIPMENT LIST

BOOK 506 PAGE 448

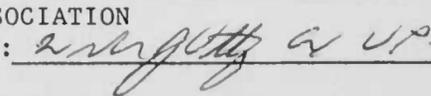
<u>QUANTITY</u>	<u>DESCRIPTION</u>
3	Belm. Rabbit Captain Mani Client Chairs on base
2	K-Line #324 Mani-Table Combo w/light
3	Ergospec #B-2 Mani/Receptionist Stools, airlift
1	Ergospec #D-1-L-3 Air Lift Make-Up Stool w/arms
1	Custom 24 px. uph. Arc Sofa Pads
1	Custom 2 pc. Island Desk w/3 Drawers, lock and cabinet
3	Metro High Tech. 72, 60 & 48 5 Shelf Retail Rack
1	Round Chrome Umbrella Stand
2	Mini Coffee Tables
12	Custom Wall-Mount Styling Sections w/double drawers
1	Custom Tinting Top, no drawers
14	#7771 30" Dia Mirrors w/bevel edges
12	Belm. Rabbit Captain Styling Chairs on special fantasy base
2	All purpose belm. matching Tinting Chairs
5	Belm. Rabbit Captain Dryer Chairs w/dryers
1	Belv. Climazon on Rollers
2	Metro Storage Racks
4	Belv. #0260C Shampoo Bulkheads
1	Precision 48" Chrome Client Coat Rack
6	Dina Meri #111 Curler Carts
4	Belv. #3100-622-403 Porc. Shampoo Bowls
4	SH 817- L-type Shampoo Chairs
1	Metro Closet Storage Shelf 18x60x74 H
1	Facial Lounge
2	Hawaii Merittan Sunbeds w/remote Timer
3	Custom bilg Wood 1/2 Round Arches
1	Multi Cure Double Arch

TRANS-AMERICAN LEASING CORPORATION

BY: 

TITLE: Frank J. Sarro, III, Exec. V.P.

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: 

TITLE: William J. Ottey, Exec. V.P.

Mailed to Secured Party

265403

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 Aug. 21, 1986, Schedule #01, dated N/A between Assignor as Lessor and LEASE ACCOUNT # BB 3035 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 22, 1986 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

*Frank J. Sarro, III*  
(Signature of Debtor)

Frank J. Sarro, III Exec. V.P.  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CR  
CLERK

RECEIVED FOR RECORD  
987 JAN -3 AM 11:12  
H. ERLE SCHAFER  
CLERK

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

*William J. Ottey*  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

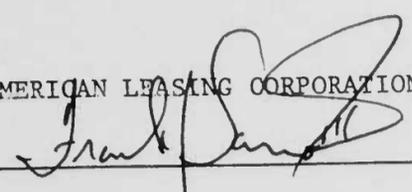
BB/JSTFRLKS

EQUIPMENT LIST

BOOK 506 PAGE 448

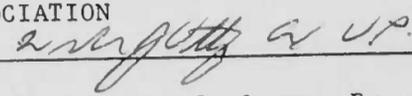
<u>QUANTITY</u>	<u>DESCRIPTION</u>
3	Belm. Rabbit Captain Mani Client Chairs on base
2	K-Line #324 Mani-Table Combo w/light
3	Ergospec #B-2 Mani/Receptionist Stools, airlift
1	Ergospec #D-1-L-3 Air Lift Make-Up Stool w/arms
1	Custom 24 px. uph. Arc Sofa Pads
1	Custom 2 pc. Island Desk w/3 Drawers, lock and cabinet
3	Metro High Tech. 72, 60 & 48 5 Shelf Retail Rack
1	Round Chrome Umbrella Stand
2	Mini Coffee Tables
12	Custom Wall-Mount Styling Sections w/double drawers
1	Custom Tinting Top, no drawers
14	#7771 30" Dia Mirrors w/bevel edges
12	Belm. Rabbit Captain Styling Chairs on special fantasy base
2	All purpose belm. matching Tinting Chairs
5	Belm. Rabbit Captain Dryer Chairs w/dryers
1	Belv. Climazon on Rollers
2	Metro Storage Racks
4	Belv. #0260C Shampoo Bulkheads
1	Precision 48" Chrome Client Coat Rack
6	Dina Meri #111 Curler Carts
4	Belv. #3100-622-403 Porc. Shampoo Bowls
4	SH 817- L-type Shampoo Chairs
1	Metro Closet Storage Shelf 18x60x74 H
1	Facial Lounge
2	Hawaii Merittan Sunbeds w/remote Timer
3	Custom bilg Wood 1/2 Round Arches
1	Multi Cure Double Arch

TRANS-AMERICAN LEASING CORPORATION

BY: 

TITLE: Frank J. Sarno, III, Exec. V.P.

IRVINGTON FEDERAL SAVINGS AND LOAN  
ASSOCIATION

BY: 

TITLE: William J. Ottey, Exec. V.P.

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 10-24-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 10-1-86, Schedule #01, dated 10-23-86 between Assignor as Lessor and LEASE ACCOUNT # BS5006 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 10-24-86 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

RECORD FEE 11.00  
POSTAGE .50  
1987 JAN 03 10:42  
JAN 03 87

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

*Frank J. Sarro, III*  
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

*William J. Ottey*  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

CR  
CLERK

RECEIVED FROM RE...  
ARUNDEL COUNTY

1987 JAN -3 AM 11:12

M. POLSCHAFER  
CLERK

Filed with Anne Arundel County

BS/SEAN

CURTIS PARKER, A SOLE PROPRIETOR  
D/B/A SEAN'S HAIRSTYLIST

BOOK 506 PAGE 450

SCHEDULE 01

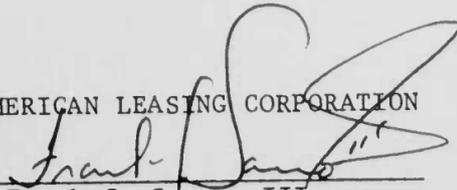
EQUIPMENT LIST

QUANTITY

DESCRIPTION

1	#6213 Reception Desk, Cascade 48"
1	#6214 Retail Display
10	MG Cascade Styling Stations
10	Elite Italian Styling Hydraulic Chairs
7	Elite Dryer Chairs
1	3 Station Shampoo Bulkheads
3	Scoop Shampoo Chairs
3	#8300 Shampoo Bowls
1	#3030 Shampoo Bowls
2	Stools w/back, 1-desk; 1-manicure
1	#2804 Patrons Chair for manicure table
1	4 Foot Sofa
10	Mirrors
1	#2600 Facial Unit

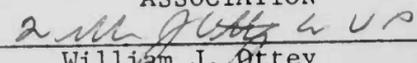
TRANS-AMERICAN LEASING CORPORATION

BY: 

Frank J. Sarro, III

TITLE: Exec. Vice President

IRVINGTON FEDERAL SAVINGS AND LOAN  
ASSOCIATION

BY:   
William J. Ottey

TITLE: Exec. Vice President

Mailed to Secured Party

BS/SEAN

TO BE INDEXED IN LAND RECORDS     
  SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_  
 NOT TO BE INDEXED IN LAND RECORDS     
  NOT SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_

X INDEX IN LAND RECORDS FINANCING STATEMENT

1. Debtor(s): GEORGE S. BLAKE  
 Name or Names—Print or Type  
8406 ALVIN RD. PASADENA MD-21122  
 Address—Street No., City - County State Zip Code

GAIL D. BLAKE  
 Name or Names—Print or Type  
8406 ALVIN RD PASADENA MD-21122  
 Address—Street No., City - County State Zip Code

2. Secured Party: SEARS ROEBUCK AND CO.  
 Name or Names—Print or Type  
6650 N. RITCHIE HWY GLEN BURNIE MD 21061  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).  
CARPET - LIVING ROOM, HALL, CLOSETS AND 3 BEDROOMS  
TICKET # 6440063

4. If above described personal property is to be affixed to real property, describe real property.  
RESIDENTIAL DWELLING  
8406 Alvin Rd Pasadena, Md 21122

5. If collateral is crops, describe real estate.  
 6. Proceeds of collateral  are  are not covered.  
 7. Products of collateral  are  are not covered.

DEBTOR(S):  
George S Blake  
 (Signature of Debtor)  
GEORGE S. BLAKE  
 Type or Print  
Gail Blake  
 (Signature of Debtor)  
GAIL D. BLAKE  
 Type or Print

SECURED PARTY:  
SEARS ROEBUCK AND CO.  
 (Company, if applicable)  
[Signature]  
 (Signature of Secured Party)  
J. D. Althouse—Credit Central Oper. Mgr.  
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:  
**MAIL TO:** 6901 Security Blvd., Baltimore, Maryland 21207  
 Name and Address

RECEIVED IN RECORD  
 DEPT. OF ASSESSMENT & TAXES  
 1987 JAN -3 AM 11:12  
 H. ERLE SCHAFFER  
 CLERK

15-50

Mailed to Secured Party

\$15.50 AA Co. 2





TO BE } CROSS INDEX  
 NOT TO BE } [REDACTED] IN LAND RECORDS

SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_  
 NOT SUBJECT TO }

FINANCING STATEMENT

1. Debtor(s):

BESSIE JACOBSON  
Name or Names—Print or Type

41 Emerson Rd. Severna Pk Md 21146  
Address—Street No., City - County State Zip Code

CLAYTON L. JACOBSON  
Name or Names—Print or Type

41 EMERSON Rd. SEVERNAPK MD 21146  
Address—Street No., City - County State Zip Code

2. Secured Party:

Sears Roebuck & Co  
Name or Names—Print or Type

6650 Ritchie Hwy Glen Burnie  
Address—Street No., City/County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

WALL TO WALL Carpet & Kitchen Cabinets

4. If above described personal property is to be affixed to real property, describe real property.

41 Emerson Rd  
Severna Pk. Md. 21146

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):

Bessie B. Jacobson  
(Signature of Debtor)

Type or Print

Clayton L. Jacobson  
(Signature of Debtor)

Type or Print

SECURED PARTY:

Sears, Roebuck and Company  
(Company, if applicable)

(Signature of Secured Party)

J. D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include title if Company)

RECORD FEE 15.00  
FEE 1.50  
1987 JAN -3 AM 11:12  
D. E. CLERK  
M. ERLE SCHAFER  
CLERK

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:  
**MAIL TO:** 901 Security Blvd., Baltimore, Maryland 21207  
 Name and Address \_\_\_\_\_

Mailed to Secured Party

15.50

#15.50  
AA Co.  
2

TO BE } **CROSS INDEX** } RECORDING TAX  
 NOT TO BE } **IN** } ON PRINCIPAL  
 NOT TO BE } **LAND RECORDS** } AMOUNT OF  
 SUBJECT TO } \$ \_\_\_\_\_  
 NOT SUBJECT TO }

**FINANCING STATEMENT**

1. Debtor(s): Gary C. Johnson  
 Name or Names—Print or Type  
767 221st Pasadena, Md 21122  
 Address—Street No., City - County State Zip Code

Patricia R. Johnson  
 Name or Names—Print or Type  
767 221st Pasadena Md, 21122  
 Address—Street No., City - County State Zip Code

2. Secured Party: Seas Roebuck & Co  
 Name or Names—Print or Type  
6650 Ritchie Hwy Glen Burnie Md 21061  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).  
Gas furnace  
CAC

4. If above described personal property is to be affixed to real property, describe real property.  
767 221st  
Pasadena, Md. 21122

5. If collateral is crops, describe real estate.  
 \_\_\_\_\_

6. Proceeds of collateral  are  are not covered.  
 7. Products of collateral  are  are not covered.

DEBTOR(S):  
Gary Johnson  
 (Signature of Debtor)  
GARY C. Johnson  
 Type or Print  
Patricia Johnson  
 (Signature of Debtor)  
Patricia Johnson  
 Type or Print

SECURED PARTY:  
Seas Roebuck & Co  
 (Company, if applicable)  
J. D. Althouse-Credit Central Oper.  
 Type or Print (Include title if Company)

RECORDING FEE 15.00  
 POSTAGE .30  
 1987 JAN -3 AM 11:12  
 H. ERLE SCHAFFER  
 CLERK

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:  
 Name and Address 6901 Security Blvd., Baltimore, Maryland 21227

Mailed to Secured Party

15-50

#15.50  
AACG.  
2

265410

TO BE } **CROSS INDEXED** } RECORDING TAX  
 NOT TO BE } **[REDACTED] IN** } ON PRINCIPAL  
LAND RECORDS } } AMOUNT OF  
 SUBJECT TO } \$ \_\_\_\_\_  
 NOT SUBJECT TO }

**FINANCING STATEMENT**

1. Debtor(s):  
 Name or Names—Print or Type MR & MRS FREDRICK W. LEE  
 Address—Street No., City - County State Zip Code  
7928 PIPERS DALE GLENBURNIE MD 21061

Name or Names—Print or Type \_\_\_\_\_  
 Address—Street No., City - County State Zip Code \_\_\_\_\_

2. Secured Party:  
 Name or Names—Print or Type SEARS ROEBUCK & CO  
 Address—Street No., City - County State Zip Code  
6901 SECURITY BLVD BALTO MD 21207

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).  
ROOFING, GUTTERS & DOWNSPOUT AND ALUMINUM TRIM IN ACCORDANCE WITH SEARS PROPOSAL

4. If above described personal property is to be affixed to real property, describe real property.

RESIDENTIAL DWELLING  
7928 PIPERS DALE 21061

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):  
 \_\_\_\_\_  
 (Signature of Debtor)  
FREDRICK W. LEE  
 Type or Print  
 \_\_\_\_\_  
 (Signature of Debtor)  
Joan E. LEE  
 Type or Print

SECURED PARTY:  
 \_\_\_\_\_  
 (Company, if applicable)  
Sears, Roebuck and Company  
 (Company, if applicable)  
 \_\_\_\_\_  
 (Signature of Secured Party)  
J. D. Althouse-Credit Central Oper.  
 Type or Print (Include title if Company)

RECORD FEE 15.00  
 POSTAGE .70  
 BALTIMORE CITY MD 102:45  
 JAN 03 07

REC'D  
 D.E. CLERK  
 H. ERLE SCHAFFER  
 CLERK  
 1957 JAN -3 AM 11:12

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:  
**MAIL TO:** 6901 Security Blvd., Baltimore, Maryland 21207  
 Name and Address \_\_\_\_\_

Mailed to Secured Party

1530

A15.0  
 AA Co.  
 2

TO BE } **CROSS INDEXED** } RECORDING TAX  
 NOT TO BE } **IN** } ON PRINCIPAL  
 NOT TO BE } **LAND RECORDS** } AMOUNT OF  
 NOT TO BE }  SUBJECT TO } \$ \_\_\_\_\_  
 NOT TO BE }  NOT SUBJECT TO }

FINANCING STATEMENT

1. Debtor(s): ALFRED B. MCGUCKIAN  
 Name or Names—Print or Type  
602 BURNSIDE ST. ANNAPOLIS, MD. 21403  
 Address—Street No., City - County State Zip Code

NANCY S. MCGUCKIAN  
 Name or Names—Print or Type  
602 BURNSIDE ST. ANNAPOLIS, MD. 21403  
 Address—Street No., City - County State Zip Code

2. Secured Party: SEARS ROEBUCK & COMPANY  
 Name or Names—Print or Type  
6650 N. RITCHIE HWY GLEN BURNIE, MD. 21061.  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). SELF INSTALLED CUSTOM KITCHEN CABINETS AS PER EST-d PROPOSAL.

4. If above described personal property is to be affixed to real property, describe real property.

SELF INSTALLED AT RESIDENTIAL DWELLING AT: 602 BURNSIDE ST. ANNAPOLIS, MD. 21403.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):  
X Alfred B. McGuckian  
 (Signature of Debtor)  
ALFRED B. MCGUCKIAN  
 Type or Print  
X Nancy S. McGuckian  
 (Signature of Debtor)  
NANCY S. MCGUCKIAN  
 Type or Print

SECURED PARTY:  
Sears, Roebuck and Company  
 (Company, if applicable)  
J. D. Althouse-Credit Central Oper  
 (Signature of Secured Party)  
J. D. Althouse-Credit Central Oper  
 Type or Print (Include title if Company)

RECORDING FEE 15.00  
 POSTAGE .50  
 43355 0777 001 1094 45  
 JAN 03 87  
 G.L. CLERK  
 D.L. CLERK  
 1987 JAN -3 AM 11:12  
 HELENLE SCHAFFER  
 CLERK

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:  
**MAIL TO:** 6901 Security Blvd., Baltimore, Maryland 21207  
 Name and Address

Mail to \_\_\_\_\_

15.00

#15-50  
HA Co.  
2

TO BE } **CROSS INDEXED** } RECORDING TAX  
 NOT TO BE } **IN** } ON PRINCIPAL  
LAND RECORDS }  SUBJECT TO } AMOUNT OF  
 NOT SUBJECT TO } \$ \_\_\_\_\_

**FINANCING STATEMENT**

1. Debtor(s):

ROBERT N. NAUMANN  
Name or Names—Print or Type  
924 SUNNYBROOK DR. GLEN BURNIE AAC MD 21061  
Address—Street No., City - County State Zip Code

KATHLEEN A. NAUMANN  
Name or Names—Print or Type  
924 SUNNYBROOK DR. GLEN BURNIE AAC MD 21061  
Address—Street No., City - County State Zip Code

2. Secured Party:

SEARS ROEBUCK & CO.  
Name or Names—Print or Type  
6650N-RITCHIE Hy. GLEN BURNIE AAC MD 21061  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). KITCHEN CABINETS  
COUNTER TOP  
WALL OVEN, COOKTOP  
DISHWASHER

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

RESIDENTIAL DWELLING  
924 Sunnybrook Dr. Glen Burnie, Md. 21061

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

RECORD FEE 15.00  
POSTAGE .50  
RECORD CITY AND TOWNSHIP 45  
JAN 03 87

DEBTOR(S): SECURED PARTY:

Robert N. Naumann (Signature of Debtor) SEARS ROEBUCK & CO (Company, if applicable)  
ROBERT N. NAUMANN (Type or Print) J. D. Althouse-Credit Central Oper. Mgr. (Signature of Secured Party)  
Kathleen A. Naumann (Signature of Debtor) J. D. Althouse-Credit Central Oper. Mgr. (Type or Print (Include title if Company))  
KATHLEEN A. NAUMANN (Type or Print)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:  
**MAIL TO:** 6901 Security Blvd., Baltimore, Maryland 21207  
 Name and Address \_\_\_\_\_

D.E. CLERK

RECEIVED FOR RECORD  
 1987 JAN -3 AM 11:12  
 #15-58  
 AACo.  
 2  
 H. ERLE SCHAFFER  
 CLERK

150

265412

TO BE } CROSS INDEXED  
 NOT TO BE } IN LAND RECORDS

SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_  
 NOT SUBJECT TO }

FINANCING STATEMENT

JAMES S. ROGERS  
 Name or Name—Print or Type  
827 CEDARCROFT RD. MILLERSVILLE, MD. 21108.  
 Address—Street No., City - County State Zip Code

1. Debtor(s):  
GLADYS B. ROGERS.  
 Name or Names—Print or Type  
827 CEDARCROFT RD. MILLERSVILLE, MD. 21108.  
 Address—Street No., City - County State Zip Code

2. Secured Party:  
SEARS ROEBUCK & COMPANY.  
 Name or Names—Print or Type  
6650 N. RITCHIE HWY. GLEN BURNIE, MD. 21061.  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). NEW SHINGLE ROOF AND CONTINUOUS GUTTERING.

4. If above described personal property is to be affixed to real property, describe real property.  
Residential Dwelling at 827 CEDARCROFT RD. MILLERSVILLE, MD. 21108.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

SECURED PARTY:

James S. Rogers  
 (Signature of Debtor)  
JAMES S. ROGERS.  
 Type or Print

GLADYS B. ROGERS  
 (Signature of Debtor)  
GLADYS B. ROGERS.  
 Type or Print

Sears, Roebuck and Company  
 (Company, if applicable)  
J. D. Althouse-Credit Central Oper. Mgr.  
 (Signature of Secured Party)  
J. D. Althouse-Credit Central Oper. Mgr.  
 Type or Print (Include title if Company)



RECORDED & INDEXED

1987 JAN -3 AM 11:13

H. ERLE SCHAFER CLERK

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:  
**MAIL TO:** 6301 Security Blvd., Baltimore, Maryland 21207  
 Name and Address \_\_\_\_\_

Mail to \_\_\_\_\_

1530

H15-30  
HA Co.  
2

265413

TO BE } CROSS INDEX  
 NOT TO BE } [REDACTED] IN LAND RECORDS

SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_  
 NOT SUBJECT TO }

FINANCING STATEMENT

1. Debtor(s):

Bobby R Taylor  
Name or Names—Print or Type

574 6<sup>th</sup> St Pasadena Md 21122  
Address—Street No., City - County State Zip Code

Betty J Taylor  
Name or Names—Print or Type

574 6<sup>th</sup> St PASADENA MD 21122  
Address—Street No., City - County State Zip Code

2. Secured Party:

SEARS, ROEBUCK AND CO.  
Name or Names—Print or Type

6650 N. Gov. Ritchie Hwy.  
Address—Street No. City - County State Zip Code

GLEN BURNIE, MD. 21061

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).  
w/u cant

4. If above described personal property is to be affixed to real property, describe real property.

Amellany  
574 6<sup>th</sup> St. PASADENA MD 21122

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.  
7. Products of collateral  are  are not covered.

DEBTOR(S):

Bobby K. Taylor  
(Signature of Debtor)

Bobby K. Taylor  
Type or Print

Betty J. Taylor  
(Signature of Debtor)

BETTY J. TAYLOR  
Type or Print

SECURED PARTY:

Sears, Roebuck and Company  
(Company, if applicable)

[Signature]  
(Signature of Secured Party)

J. D. Althouse-Credit Central Opp  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

**MAIL TO:** 6901 Security Blvd., Baltimore, Maryland 21207  
Name and Address

Mail to \_\_\_\_\_

RECORD FEE 13.00  
SEARCH FEE 1.50  
TOTAL CITY AND COUNTY 14.50  
JAN 03 87



RECEIVED FOR CLERK  
H. ERLE SCHAFER  
CLERK

1987 JAN -3 AM 11:13

H. ERLE SCHAFER  
CLERK

A15-50  
AA Co.  
2

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 508 PAGE 461  
Identifying File No. 265415

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to 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 S.S.M. Corporation DBA/ New Transit Truck Stop

Address 120 N. Maryland - Route 3 - Millersville, MD 21108  
Anne Arundel County

2. SECURED PARTY

Name CONTEL CREDIT CORPORATION

Address 245 Perimeter Center Parkway Atlanta, GA 30346

RECORDING FEE 12.00  
POSTAGE .50  
43865 277 801 109:49  
JAN 03 87

Person And Address To Whom Statement Is To Be Returned 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 Executone Encore 816 Key Service Unit with Seven 6-button telephone sets, four ceiling speakers, four paging horns and all associated miscellaneous component parts.

"NOT SUBJECT TO TAX"

CHECK  THE LINES WHICH APPLY

0104667-100

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

S.S.M. Corporation /DBA/  
New Transit Truck Stop  
(Signature of Debtor)

LESLIE C. SIMMONS  
Type or Print Above Name on Above Line  
Leslie C. Simmons  
(Signature of Debtor)

Type or Print Above Signature on Above Line

CH  
CLERK

CONTEL CREDIT CORPORATION

(Signature of Secured Party)  
Lee Thompson  
Type or Print Above Signature on Above Line

1987 JAN -3 PM 11:13  
MERLE SCHAFFER  
CLERK

12- 50

265416

TO BE  
 NOT TO BE
 } RECORDED IN LAND RECORDS
 
 SUBJECT TO  
 NOT SUBJECT TO
 
 } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 87,500.00

FINANCING STATEMENT

Fiddler's Green, Inc.

1. Debtor(s):

Name or Names—Print or Type  
 1355 General Highway, P.O. Box 482, Crownsville, MD 21032

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:

Maryland Commercial Loans, Inc.

Name or Names—Print or Type  
 3701 Old Court Road, Baltimore MD 21208

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). Debtors beer, wine and liquor license, equipment, inventory, general intangibles including but not limited to those pertaining to, used in connection with or located at Debtors tavern located at 1355 General Highway, P.O. Box 482, Crownsville, MD 21032.

4. If above described personal property is to be affixed to real property, describe real property.

1355 Generals Highway, P.O. Box 482, Crownsville, MD 21032

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): FIDDLER'S GREEN, INC.

SECURED PARTY:

*Earl F. Michael, Pres*  
 (Signature of Debtor)

Earl F. Michael, President

Type or Print

(Signature of Debtor)

Type or Print

MARYLAND COMMERCIAL LOANS, INC.

(Company, if applicable)

*Carol B. Kleinman*  
 (Signature of Secured Party)

Carol B. Kleinman, 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 Lee M. Snyder, 3635 Old Court Road, Suite 600, Baltimore, MD 21208

Lucas Bros. Form F-1

This is to certify that documentary stamps based on \$43,750.00 were paid to the Clerk of the Circuit Court for Baltimore City.

*Lee M. Snyder*  
 Lee M. Snyder, Attorney

11 308 *de*

RECORDED  
 11 00  
 308.00  
 1987 JAN -3 AM 11:13  
 H. ERLE SCHAFER  
 CLERK

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION  
ANNAPOLIS, MARYLAND 21404

BOOK 506 PAGE 463

FINANCING STATEMENT

DATE: October 28, 1986

265417

(XX) Not Subject to Recordation Tax  
( ) Subject to Recordation Tax of \$ \_\_\_\_\_

NAME OF DEBTOR(s): Jack R. Steere  
539 Revell Highway  
Annapolis, MD 21401

ADDRESS:

RECORD FEE 11.00  
TAXES .50  
MORTGAGE CTTI 201 1091.59  
DN 03 87

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION  
CONSUMER/COMMERCIAL LENDING DEPARTMENT

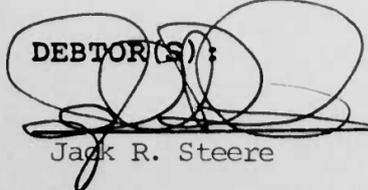
ADDRESS: P.O. Box 751, 140 Main Street  
Annapolis, MD 21404

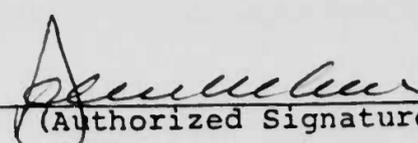
**THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:**

Proceeds of Lease Agreement between Comsat Telesystems, Inc. and Severn Companies, Inc. dated April 30, 1986 and the following equipment:

- 3 Model # B55P-01 Masscomp 8-slot workstation W/1MB Memory S/N 275,484,269
- 3 DC-DSD Floppy and Disk Controller
- 3 D-5N1 Floppy Disk
- 3 D-5N71 71 MB Winchester Disk
- 3 TD-Q6400 1/4" Magnetic Tape Unit

CR  
CLERK  
1987 JAN -3 AM 11:13  
H. ERLE SCHAFER  
CLERK

DEBTOR(S):  
  
\_\_\_\_\_  
Jack R. Steere  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECURED PARTY:  
ANNAPOLIS FEDERAL SAVINGS  
AND LOAN ASSOCIATION  
  
By:   
(Authorized Signature)  
\_\_\_\_\_  
John M. Crook, Senior Vice President  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

1150  
Mail to \_\_\_\_\_ Mailed to Secured Party

Loax # 011-10-03806 (Washington Gas Light Co. File Name) 265418

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 \$ <u>N/A</u>	If this statement is to be recorded in land records check here. <input type="checkbox"/>
--	--

This financing statement Dated November 3, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Severn Companies, Inc.  
Address 410 Severn Avenue, Suite 404, Annapolis MD 21403

2. SECURED PARTY

Name Annapolis Federal Savings & Loan  
Address 140 Main Street, Annapolis MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Proceeds of Lease Agreement #0019 between Severn Companies, Inc. and Washington Gas Light Company.  
Digital Controls Intelligent Matrix Switch  
Model No. 5001 IMS, 8 X 8  
Serial Number 43465

H. ERLE SCHAFER  
CLERK

1987 JAN -3 AM 11:13



RECORD FEE 11.00  
FUTURE  
RECORD CITY AND TOP 100  
JAN 03 87

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above 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)  
Jack R. Steere, President  
Severn Companies, Inc.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

Mailed to Secured Party

SECURED PARTY  
By: [Signature]  
(Signature of Secured Party)  
Annapolis Federal Savings and Loan  
Type or Print Above Name on Above Line  
John M. Crook, Senior Vice President

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 Clement Hardware Inc  
Address Ritchie Highway & Robinson Rd Severna Park MD 21146

2. SECURED PARTY

Name STULL POWER EQUIP. CO.  
Address 10752 TUCKER ST.  
BELTSVILLE, MD. 20705

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

ALL INVENTORY OF GOODS DISTRIBUTED BY STULL POWER EQUIPMENT COMPANY, A DIVISION OF STULL ENTERPRISES, INC. INCLUDING BUT NOT LIMITED TO CHAIN SAWS, LAWN AND GARDEN TRACTORS, ROTARY MOWERS, NYLON CORD TRIMMERS, APPLICABLE PARTS, ACCESSORIES, AND ACCOUNT RECEIVABLE ARISING FROM THE SALE OR TRADE OF SAME.

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)



RECEIVED FOR RECORDING  
STATE OF MARYLAND

1987 JAN -3 AM 11:16

H. ERLE SCHAFFER  
CLERK

Jeffery J. Clement  
(Signature of Debtor)

Jeffery Clement  
Type or Print Above Name on Above Line

George P. Clement  
(Signature of Debtor)

George P. Clement  
Type or Print Above Signature on Above Line

R. D. Hogans  
(Signature of Secured Party)

R. D. Hogans, Credit Manager  
Type or Print Above Signature on Above Line

Mailed to Secured Party

265420

This FINANCING STATEMENT is presented to filing officer for filing pursuant to the Uniform Commercial Code.

3. Maturity Date: (if any) None

1A. Debtor(s): Hartley Marine, Inc.	2A. Secured Party(ies): The CIT Group/Sales Financing, Inc.	Filing Officer (Date, time, number and filing office): JAN 03 11:03 AM '87
1B. Mailing Address(es): 111 W. Central Avenue Edgewater, MD 21037	2B. Address of Secured Party from which security information obtainable: 505 So. Main - Suite 1025 Orange, CA 92668	

4. This financing statement covers the following types (or items) of property:

- (i) All of the Debtor's present and hereafter acquired inventory, both new and used, and all equipment, accessories or replacement parts thereto and thereof;
- (ii) leases covering any of the foregoing; (iii) accounts and contracts rights now or hereafter owing to the debtor; (iv) general intangibles, (v) all chattel paper whether now owned or hereafter acquired by the secured party from the debtor, and (vi) reserved and holdback payments and accounts now or hereafter owing to the debtor.

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional sheets attached

Filed with:  SECRETARY OF STATE:  Anne Arundel (If filed with other than Secretary of State, type name and location here)

Hartley Marine, Inc.  
By: *[Signature]*  
Signature(s) of Debtor(s)

The CIT Group/Sales Financing, Inc.  
By: *[Signature]*  
Signature(s) of Secured Party(ies)

STANDARD FORM—UNIFORM COMMERCIAL CODE—FORM UCC-1

FILE OFFICE - ALPHABETICAL

Mailed to Secured Party

CR  
CLERK  
1987 JAN -3 AM 11:15  
H. ERILL SCHAFFER  
CLERK

BOOK 506 PAGE 467

265421

This FINANCING STATEMENT is presented to filing officer for filing pursuant to the Uniform Commercial Code.

3. Maturity Date: (if any) None

1A. Debtor(s): Captain's Choice Marine, Inc.	2A. Secured Party(ies): The CIT Group/Sales Financing, Inc.	Filing Officer (Date, time, number and filing office):
1B. Mailing Address(es): 1335 Generals Highway Crownsville, MD 21032-0416	2B. Address of Secured Party from which security information obtainable: 505 So. Main - Suite 1025 Orange, CA 92668	RECORD FEE 11.00 POSTAGE .50 JAN 03 1987

4. This financing statement covers the following types (or items) of property:

(i) All of the Debtor's present and hereafter acquired inventory, both new and used, and all equipment, accessories or replacement parts thereto and thereof; (ii) leases covering any of the foregoing; (iii) accounts and contracts rights now or hereafter owing to the debtor; (iv) general intangibles; (v) all chattel paper whether now owned or hereafter acquired by the secured party from the debtor; and (vi) reserved and holdback payments and accounts now or hereafter owing to the debtor.

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional sheets attached

Filed with:  SECRETARY OF STATE:  Anne Arundel  
(If filed with other than Secretary of State, type name and location here)

Captain's Choice Marine, Inc.  
By: *[Signature]* *PREB.*  
Signature(s) of Debtor(s)

The CIT Group/Sales Financing, Inc.  
By: *[Signature]*  
Signature(s) of Secured Party(ies)

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

11-50

FILE OFFICE - ALPHABETICAL

CIT CLERK

Mailed to Secured Party

FILED IN UCC-1 CARD  
JAN 03 1987

1987 JAN -3 AM 11:15

H. ERLE SCHAFER  
CLERK

265422

TO BE  
 NOT TO BE

RECORDED IN  
 LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
 ON PRINCIPAL  
 AMOUNT OF \$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s):

Corman Construction, Inc.  
Name or Names—Print or Type

8111 Annapolis Junction Road, Jessup, Anne Arundel, Maryland 20794-0160  
Address—Street No., City - County State Zip Code

\_\_\_\_\_  
Name or Names—Print or Type

\_\_\_\_\_  
Address—Street No., City - County State Zip Code

2. Secured Party:

John Deere Industrial Equipment Company  
Name or Names—Print or Type

400 19th Street Moline, Ill. 61265  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

1 N JD450E Dozer S/N TO450EC731733

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:
<u>Corman Construction, Inc.</u>	<u>John Deere Industrial Equipment Co.</u>
<u>[Signature]</u> (Signature of Debtor)	(Company, if applicable)
<u>William Cox</u>	_____ (Signature of Secured Party)
Type or Print	Type or Print (Include title if Company)
_____ (Signature of Debtor)	
Type or Print	

TO THE FILING OFFICE: After this statement has been recorded please mail the same to:

Name and Address John Deere Industrial Equipment Company Mailed to Secured Party  
400 19th Street, Moline, Ill 61265

1150

RECEIVED FOR RECORD  
 JAN 03 1987  
 H. ERLE SCHAFER  
 CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. 265423

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B & W EQUIPMENT AND SUPPLY, CORPORATION
Address 11010 ANNAPOLIS JUNCTION ROAD, ANNAPOLIS JUNCTION, MD. 20701

2. SECURED PARTY

Name GORDON SMITH & CO., INC.
Address 1535 OLD LOUISVILLE ROAD, BOWLING GREEN, KENTUCKY 42102

"SAME"

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) New Smith portable air compressor with "I" Ball Adapter and all accessions, additions, replacements and substitutions thereto and therefor, and all proceeds of insurance.

Name and address of Assignee
Heller Financial, Inc.
105 West Adams Street
Chicago, Illinois 60603

S/N 160A3064

RECORD FEE 11.00
POSTAGE .50
JAN 03 87

"THIS CONTRACT IS NOT SUBJECT TO A RECORDATION TAX"

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 & W EQUIPMENT AND SUPPLY CORPORATION

Mailed to Secured Party

1150

Handwritten signature of debtor

(Signature of Debtor)

LEO F. EMOND

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

GORDON SMITH & CO., INC.

Handwritten signature of secured party

(Signature of Secured Party)

BERNA DEAN JOHNSON

Type or Print Above Signature on Above Line

CLERK

RECEIVED FOR RECORD

JAN -3 AM 11:16

ERLE SCHAFFER CLERK

FINANCING STATEMENT (FORM UCC-1)

BOOK 506 PAGE 470

Identifying File No. \_\_\_\_\_

265424

Not Subject to Recording Tax  
(Lease Agreement with Nominal Purchase Option)

1. LESSEE: ATLANTIC FINANCIAL MORTGAGE CORPORATION  
539 BENFIELD RD  
SEVERNA PARK MD 21146

2. LESSOR: Butler and Company, Inc.  
P.O. Box 505  
Ellicott City, MD 21043-0505

RECORD FEE 11.00  
STATE .50  
ANNOUNCED CITY 110:30  
JAN 03 87

3. ASSIGNEE (if any) OF LESSOR:  
EQUITABLE BANK, N.A.  
100 South Charles Street  
Baltimore, MD 21201

H. ERLE SCHAFER  
CLERK

4. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY (Describe)  
( ) If checked, see Schedule of Equipment attached to and made a part hereof.  
SHARP SF-8600 copier, serial number 66606199  
SHARP SF-463 auto-feed, serial number 66513704  
SHARP SF-432 sorter, serial number 60719193  
SHARPSF-407 1,500 sheet cassette  
SHARPSF-82AB copy cabinet

5. PROCEEDS OF COLLATERAL (including Insurance Proceeds) ARE COVERED HEREUNDER.

LESSEE:

LESSOR:

ATLANTIC FINANCIAL MORTGAGE CORPORATION  
Name of Lessee

BUTLER AND COMPANY, INC.  
Name of Lessor

BY: Pamela J. Lyons  
Signature of Lessee

BY: Deborah Stran Scherr  
Signature of Lessor

Pamela J. S. Lyons Reg. U.P.  
Type or Print Name, include title

DEBORAH STRAN SCHERR  
Type or Print Name, include title

1150.

Mailed to Secured Party



MARYLAND FINANCING STATEMENT

UCC-1

265425

- Not Subject to Recordation Tax
- Recordation Tax of \$ \_\_\_\_\_ on  
Principal Amount of \$ \_\_\_\_\_ is enclosed  
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: St. John's College  
(Name or Names)  
College Avenue, Annapolis, Maryland 21401  
(Address)

DEBTOR: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2 SECURED PARTY ATLANTIC INDUSTRIAL CREDIT CORPORATION  
(Name or Names)  
Equitable Bank Bldg., 8767 Satyr Hill Rd., Baltimore, MD. 21234  
(Address)

3. ASSIGNEE (if any)  
of SECURED PARTY: Baltimore Federal Financial, F.S.A.  
(Name or Names)  
P.O. Box 116, Fayette & St. Paul Sts., Baltimore, MD 21203  
(Address)

4. This Financing Statement covers the following types (or items) of property:

One - A. B. Dick Model 385 Offset Press, S/N 000830

RECORD FEE 11.00  
POSTAGE .50  
BALANCE DUE TO 110.50  
JAN 03 '87

CR CLERK

RECORDED FROM RECORD  
OFFICE OF THE CLERK  
1987 JAN -3 AM 11:16  
H. ERLE SCHAFER  
CLERK

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

- 6. Proceeds of Collateral are covered hereunder: Yes  No
- Products of Collateral are also covered: Yes  No

DEBTOR(S):  
ST. JOHN'S COLLEGE  
By: Jeri Rhodes Treasurer  
(Type or print name of person signing)

Mailed to Secured Party  
SECURED PARTY:  
ATLANTIC INDUSTRIAL CREDIT CORPORATION  
By: Robert E. Polack  
(Type or print name of person signing)

By: \_\_\_\_\_  
(Type or print name of person signing)

Return To ATLANTIC INDUSTRIAL CREDIT CORPORATION  
Equitable Bank Bldg., 8767 Satyr Hill Rd., Baltimore, MD. 21234

1150

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CAPITOL SWEEPING & REPAIR CORPORATION  
Address 809 Oregon Ave, Linthicum Heights, MD 21090

2. SECURED PARTY

Name HELLER FINANCIAL, INC.  
Address 105 West Adams Street, Chicago, IL 60603  
Heller Financial 555 Kinderkamack Road, Oradell, NJ 07649  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED SCHEDULE "A"

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)  
CAPITOL SWEEPING & REPAIR CORPORATION

1190

Raymond D. Berudski  
(Signature of Debtor)

RAYMOND D. BERUDSKI  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

HELLER FINANCIAL, INC.

Robert F. Soos  
(Signature of Secured Party)

ROBERT F. SOOS, REGION CREDIT MANAGER  
Type or Print Above Signature on Above Line

CR CLERK

RECEIVED FOR RECORD  
COUNTY CLERK  
MONTGOMERY COUNTY

1987 JAN -3 AM 11:17

H. ERLE SCHAFFER  
CLERK



Heller Financial

SCHEDULE "A"

All new and used inventory now owned, or hereafter acquired by the Debtor and financed by Heller Financial, Inc., including, but not limited to, all new and used inventory manufactured, sold or distributed by AAR Brooks & Perkins; any and all returned and repossessed items of, and trade-ins on, said inventory; any and all attachments, additions and accessions thereto and accessories, substitutions, replacements and parts therefor; all equipment and fixtures now owned or hereafter acquired by debtor; all chattel paper, leases, contract rights, accounts and general intangibles now owned, or hereafter acquired, by debtor arising from, or related to, the above inventory; and, all cash, rents and non-cash proceeds (including insurance proceeds) thereof.

CAPITOL SWEEPING & REPAIR CORPORATION

HELLER FINANCIAL, INC.

Raymond Q. Zander

Robert J. Jooe, Jr., C.F.P.

11-5-86  
Date

Nov. 18, 1986  
Date

Mailed to Secured Party

STATE OF MARYLAND

Anne Arundel County-MD

BOOK 506 PAGE 474

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.

265427

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HEB Equipment Co., Inc.

Address 15223 Molly Pitcher Highway, Greencastle, PA 17225

\*ADDITIONAL LOCATIONS OF COLLATERAL

2. SECURED PARTY

Name Kidde Credit Corporation

Address 30 Washington Center, Hagerstown, MD 21740

RECORDING FEE 11.00  
POSTAGE .50  
JAN 03 1987 10:34  
JAN 03 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED SCHEDULE 'A' FOR COLLATERAL DESCRIPTION.

Name and address of Assignee

"NOT SUBJECT TO RECORDATION TAX"

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

\*ADDITIONAL LOCATIONS OF COLLATERAL:

P. O. Box 1066  
1066C Virginia Ave.  
Harrisonburg, VA 22801

(Proceeds of collateral are also covered)

449 N. Potomac Street  
Hagerstown, MD 21740

(Products of collateral are also covered)

809-J Barkwood Court  
Linthicum Heights, MD 21090

*B. Jeffrey Kerns, V.P.*  
(Signature of Debtor)

HEB EQUIPMENT CO., INC.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Ron Schaffer V.P.*  
(Signature of Secured Party)

KIDDE CREDIT CORPORATION  
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD  
CLERK  
1987 JAN -3 AM 11:17

H. ERLE SCHAFFER  
CLERK

11-50

SCHEDULE 'A'

This Schedule 'A' is attached to and is a part of a UCC-1 Financing Statement between HEB Equipment Co., Inc., as Debtor, and Kidde Credit Corporation, as Secured Party.

COLLATERAL DESCRIPTION

- (a) Four (4) Handy Herman-24FT-DC S/N's 4400345, 4400346, 4400347, 4400348, together with all existing and future replacements thereof, and repairs placed thereon; and
- (b) All cash and non-cash proceeds of the foregoing in (a) above, including, but not limited to, proceeds of any insurance covering any of the foregoing.

HEB EQUIPMENT CO., INC.

By: B. J. Perry, V.P.  
Debtor Title

KIDDE CREDIT CORPORATION

By: Ron [Signature], V.P.  
Secured Party Title

Mailed to Secured Party

SCHAF IN

STATE OF MARYLAND

BOOK 506 PAGE 476

FINANCING STATEMENT FORM UCC-1

Identifying File No. 265428

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 11/4/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name D. L. Miller Backhoe Service

Address 5272 Chalk Point Road, West River, Maryland 20778

2. SECURED PARTY

Name J I Case Co. d/b/a Case Power and Equipment

Address P.O. Box 431

Ashland, Virginia 23005

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) various

4. This financing statement covers the following types (or items) of property: (list)

1 Case 680H loader/backhoe s/n 9145632

RECEIVED FOR RECORD  
CLERK COUNTY, MARYLAND  
1987 JAN -3 AM 11:17  
H. ERLE SCHAFFER  
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)

Mailed to Secured Party

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

David Lee Miller  
(Signature of Debtor)

David Lee Miller  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Assignee(s) of Secured Party and Address(es)

J. I. CASE CREDIT CORP.  
5790 Widewater Parkway  
Syracuse, NY 13214

5729 East Dublin-Granville Road  
Columbus, Ohio 43229

L. A. Lipscomb  
(Signature of Secured Party)

L. A. Lipscomb

Type or Print Above Signature on Above Line

 <b>Maryland Financing Statement</b> All information must be typewritten or printed in ink.		File No.
(Not to Be) <del>(to Be)</del> Recorded in the Land Records.* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es) Geiger, Michele dba Gulf Atlantic Seafood Transportation P.O. Box 8731 BWI Airport Baltimore, MD 21240	Secured Party Name and Address Flexi Lease Corporation 247 W. Main St. Lewisville, Texas 75067	
Assignee of Secured Party C.I.T. Corporation 4255 LBJ Frwy. #280 Dallas, Texas 75244	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc.  Two (2) 1986 American Insulated Van Semi-Trailers, Model A455, Trailer S/N: 1PMRO4821G3041410 with T/K S/N: 0862063110 1PMRO4823G3041411 with Carrier Thunderbird S/N: G8607508		
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>Michele Geiger, dba</u> <u>Gulf Atlantic Seafood Transportation</u>	Secured Party <u>Flexi Lease Corporation</u>	
By <u>Michele Geiger</u> Title _____ <small>I, a corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>	By <u>Joseph Maxwell</u> Title _____	
Type or print name(s) of person(s) signing	Type or print name of person signing	

RECORD FEE 12.00  
 POSTAGE .50  
 1987 JAN 03 10:41  
 JAN 03 87

CR  
 CLERK  
 1987 JAN -3 AM 11:17  
 H. ERLE SCHAFER  
 CLERK

Mailed to Secured Party

*Handwritten initials*

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 \$ 23,400.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk, Circuit Court for Anne Arundel County.

5. Debtor(s) Name(s) Address(es)  
 Auto Collision, Inc. 7706 Race Road  
 Jessup, MD 20794

6. Secured Party Address  
 Equitable Bank, National Association 100 S. Charles St.  
 Attention: Denise Yeshnik Baltimore, MD 21201  
 (Type name & title)  
 Loan Documentation Asst.

SEARCH FEE 11.00  
 RECORD TAX 144.50  
 STAMP FEE .50  
 MARYLAND CTTI 01 110:45  
 JAN 03 87

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors  
 Auto Collision, Inc. \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

BY: Frank E. Nanney (Seal) \_\_\_\_\_ (Seal)  
 Frank E. Nanney, Vice President

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7/82)



Mailed to Secured Party

1987 JAN -3 AM 11:18  
 H. ERLE SCHAFER  
 CLERK

11-  
 144.50  
 50

EQUITABLE BANK, N.A.  
 LOAN DOCUMENTATION CENTER  
 100 S. CHARLES ST. 3rd FL.  
 BALTIMORE, MARYLAND 21201



Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records of \_\_\_\_\_

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel County

RECORDING FEE 13.00  
 443155 CITY MD 110147  
 JAN 03 87

NAME	Street	City	State
1. Debtor(s)			
Cardinal Industries, Inc.	333 S. Hammonds Ferry Rd.	Glen Burnie, MD	21061
	2040 S. Hamilton Rd.	Columbus, OH	43232

2. Secured Party: SOVRAN BANK/MARYLAND  
 6610 Rockledge Drive, Bethesda, MD 20817  
 Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check  one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: \_\_\_\_\_

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SOVRAN BANK/MARYLAND  
 By: Dennis L. Stough  
 Type Name Dennis L. Stough  
 Title Assistant Vice-President

Debtor(s) or Assignor(s)  
 CARDINAL INDUSTRIES, INC.  
 BY: Joseph V. Collins  
Joseph V. Collins  
Vice-President/Mortgage Co.

Type or Print Name and Title of Each Signature

RECORDING FEE 13.00  
 443155 CITY MD 110147  
 JAN 03 87  
 1987 JAN - 8 AM 11:18  
 ERLE SCHAFER  
 CLERK

13

SCHEDULE A  
ATTACHMENT TO FINANCING STATEMENT

All of the Receivables, Payments, accounts, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor arising from the sale of the prefabricated home modules identified by model type and serial number on the attached Schedule B manufactured in Debtor's Glen Burnie, Maryland plant (such specific prefabricated home modules being hereinafter referred to as the "Modules"); all rights of Debtor to receive any payment in money or kind arising from the sale of the Modules; the Inventory of the Modules, wherever located, now owned or hereafter acquired, by Debtor which are held for sale or lease by Debtor; all raw materials, work in process, finished goods, packaging materials, and other materials and supplies of every kind used or consumed in connection with the manufacture, production, packing, shipping, advertising or sale of the Modules; all proceeds and products, from the sale or other disposition of the Modules, including the Modules returned, repossessed, or acquired by Debtor by way of substitution or replacement, and all additions and accessions thereto, and all documents and instruments (as those terms are defined in the Uniform Commercial Code) covering the Modules; all Debtor's rights as an unpaid seller of the Modules, including stoppage in transit, detinue and reclamation; and all of the above owned by Debtor or in which Debtor now has or in which Debtor may hereafter acquire an interest, whether in transit or in Debtor's constructive or actual possession or held by Debtor or others for Debtor's account, including, without limitation, all of the above which may be located on Debtor's premises or upon the premises of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents, finishers, converters or other third parties who may have possession, temporary or otherwise, thereof; all proceeds of any of the foregoing in any form, including cash, insurance proceeds, negotiable instruments and other evidences of indebtedness, chattel paper, security agreements and other documents; all guarantees or other agreements or property securing or relating to any of the Modules or acquired for the purpose of securing and enforcing any of the Modules; all books of account and documents related thereto; all customer lists and other documents containing the names, addresses and other information regarding the Debtor's customers, subscribers or those to whom the Debtor provides the Modules.

The terms used herein shall have the same meanings as set forth in a Loan and Security Agreement between the Secured Party and the Debtor dated October 14, 1985.

0232Z

SCHEDULE B

Finished building unit components consisting of 111 units:

52 2-bed - S/N 1108-1112, 1114-1118, 1120, 1121, 1136-1140,  
1142-1146, 1148-1152, 1155-1159, 1161-1164, 1197-  
1201, 1203-1206, 1208-1211, 1213-1215

9 1-bed sofa efficiency - S/N 1113, 1177, 1183, 1189, 1196,  
1202, 1207, 1212, 1216

1 Reception/Office - S/N 1119

1 Conference Room - S/N 1122

10 1-bed sofa - S/N 1123-1132

3 Linen - S/N 1133, 1154, 1217

1 Folding - S/N 1134

1 Laundry - S/N 1135

5 2-bed barrier-free - S/N 1141, 1147, 1153, 1160, 1165

1 1-bed sofa efficiency barrier-free - S/N 1171

26 1-bed - S/N 1166-1170, 1172-1182, 1184-1195

1 Manager's 2-bedroom apartment - S/N 1218

A unit consists of from one to three 12' x 24' prefabricated building  
unit modules.

Mailed to Secured Party

MARYLAND TERMINATION STATEMENT

Date 11/19/86, 196

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) name(s) and address: Earnest & Sharon Carter  
461 Barton Ct  
Glen Burnie, MD 21061

2. Secured Party and address (Type complete corporate name):  
ITT FINANCIAL SERVICES FORMERLY THORP CREDIT  
511 B Eastern Ave  
Balto MD 21221

3. There is no outstanding secured obligation and there is no commitment to make advances, incur obligations, or otherwise give value, as between the above parties. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing file number and record reference as follows:  
liber 437 page 383 id 237863

4. After recording this Termination Statement, the filing officer is requested to deliver or mail it to the Secured Party whose name and address appear above.

SECURED PARTY

ITT FINANCIAL SERVICES

(TYPE COMPLETE CORPORATE NAME)

By: Charles G Black MANAGER

(Type signature below name)

AE 8/84

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

aa county

Waived to Secured Party

152

RECORDING FEE \$1.00  
SEARCH FEE .50  
TOTAL FEE \$1.50  
JAN 03 87

1987 JAN -3 AM 11:18  
H. ERLE SCHAFER  
CLERK

(B)

BOOK 506 PAGE 483

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 265432

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to 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. ~~SECURED PARTY~~ Lessee

Name Novatec, Inc.
Address P.O. Box 580 Glen Burnie, MD 21061

2. ~~SECURED PARTY~~ Lessor

Name Prime Computer, Inc., Prime Leasing Division
Address Prime Park
Natick MA 01760

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One (1) Prime 2655 Computer system as listed on schedule A or Schedule A addendums to the equipment lease. Included, but not limited to all replacements, parts, repairs, additions and attachments incorporated therein or affixed thereto, now owned or hereafter acquired. This financing statement is a permissive filing made in the event that, contrary to the intent of the parties, the lease governing this transaction is held to be a secured transaction under article 9 of the uniform commercial code. Lease #2763-02 (c)

"TRUE LEASE" "NOT SUBJECT TO RECORDATION TAX"

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

RECEIVED FOR RECORDATION
1987 JAN -3 AM 11:18
H. ERLE SCHAFFER
CLERK

X Michael Flannery (Signature of Debtor)

Michael J. Conron Type or Print Above Name on Above Line

Stephen F. Mentigan (Signature of Debtor)

STEPHEN F. MENTIGAN Type or Print Above Signature on Above Line

Stephen F. Mentigan 2/19 (Signature of Secured Party)

STEPHEN F. MENTIGAN Type or Print Above Signature on Above Line

11/50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 265433

1250

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ ---

If this statement is to be recorded in land records check here.

This financing statement Dated April 8, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Radcliffe Enterprises Inc T/A MR. Pips Nite Club  
Address 7501 Old Telegraph Rd Hanover, MD 21076

2. SECURED PARTY

Name 26 Juice Inc,  
Address 6037 Liberty Rd Suite 3  
Baltimore Md 21207

RECORD FEE 12.00  
POSTAGE .50  
RECEIVED FOR RECORD  
JAN 03 1987

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) Upon Demand

4. This financing statement covers the following types (or items) of property: (list)

60 EDT Post dispensing Guns  
10EA 5 gallon stainless steel tanks

Name and address of Assignee

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Radcliffe Enterprises Inc T/A MR. Pips Nite Club  
7501 Old Telegraph Rd Hanover MD 21076

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Charles Radcliffe*  
(Signature of Debtor)

Mailed to Secured Party

CHARLES RADCLIFFE - OWNER  
Type or Print Above Name on Above Line

*James K. Bradley*, President  
(Signature of Secured Party)

7501 Old Telegraph Rd., Hanover, Md. 21076  
Type or Print Above Signature on Above Line

James K. Bradley, Pres. 26 Juice, Inc.  
Type or Print Above Signature on Above Line

1250



ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name James T. & Jean W. Morefield d/b/a Jerry's Sub Shop

Address 440 Revell Highway, Annapolis, MD 21401

2. SECURED PARTY

Name Allied Lending Corporation

Address 1625 Eye St, NW, Suite 603, Washington, DC 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 whether or not acquired with loan proceeds.

14.00  
MORTGAGE  
RECORDED  
ANNE ARUNDEL COUNTY  
JAN 03 1987

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) 440 Revell Highway, Annapolis, MD 21401

Landlord: United Rental Properties, MD, General Partnership  
6101 Montrose Road, No. 202  
Rockville, MD 20852

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

I hereby certify that taxes in the amount of \$1400.00 were paid to the Clerk of the Circuit Court of Anne Arundel County at Liber 494 Page 235.

RECORDED  
ANNE ARUNDEL COUNTY  
1987 JAN -3 AM 11:17  
H. ERLE SCHAFER  
CLERK

*James + Jean*  
(Signature of Debtor)

James T. & Jean W. Morefield d/b/a Jerry's Sub Shop  
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)

Allied Lending Corporation  
Type or Print Above Signature on Above Line

450

BOOK

506 PAGE 486

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 265435

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to 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 JTM Enterprises d/b/a Jerry's Sub Shop

Address 440 Revell Highway, Annapolis, MD 21401

2. SECURED PARTY

Name Allied Lending Corporation

Address 1625 Eye St, NW, Suite 603, Washington, DC 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 whether or not acquired with the loan proceeds.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) 440 Revell Highway, Annapolis, MD 21401

Landlord: United Rental Properties, MD General Partnership  
6101 Montrose Road, NO. 202, Rockville, MD 20852

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

I hereby certify that taxes in the amount of \$1400.00 were paid to the Clerk of the Circuit Court of Anne Arundel County at Liber 494 Page 235

*JTM Enterprises*  
(Signature of Debtor)

JTM Enterprises d/b/a Jerry's Sub Shop  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*[Signature]*  
(Signature of Secured Party)

Allied Lending Corporation  
Type or Print Above Signature on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY  
1987 JAN -3 AM 11:17  
H. ERLE SCHAFER  
CLERK

1350



PRINT OR TYPE ALL INFORMATION

265437

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

ANNE ARUNDEL COUNTY

STATE CORPORATION COMMISSION

(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Charles F. Meyer & Sons, Incorporated  
Rt. 1 Box 49 Sands Rd.  
Lothian, MD 20820

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE 11.00
- AMENDMENT .50
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Furnival Machinery Company  
7135 Standard Drive  
Hanover, MD 21076

Name & address of Assignee

Associates Commercial Corporation  
P.O. Box K224  
Richmond, VA 23288

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement

One (1) Komatsu Model WA500 Wheel Loader SN/ 10100 complete with all present and future attachments, accessories, repairs, replacement parts and the proceeds thereof.

TRANSACTION EXEMPT FROM RECORDATION TAX

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:

Charles F. Meyer & Sons, Incorporated  
Signature of Debtor if applicable (Date)

*Charles F. Meyer, Pres*

Furnival Machinery Company  
Signature of Secured Party if applicable (Date)

*J P Wreath*

Mailed to Secured Party

RECEIVED IN RECORD  
FILED IN ANNE ARUNDEL COUNTY  
1987 JAN -3 AM 11:19  
H. ERLE SCHAFER  
CLERK

265438

FINANCING STATEMENT FORM UC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. \_\_\_\_\_

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name James T. & Kathy L. Hoffman  
Address Rd. 2 Box 367A Whitehouse Station, NJ 08889

2. SECURED PARTY

Name First Commercial Corporation  
Address 303 Second Street, Annapolis, Md. 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following, types (or items) of property: (List)

1985 S2, 30C, LOA 30', Beam 10'3", Hull # SSU31382M85A  
1985 Yanmar, 15 HP, Deisel Engine # 11659

Assignee; Society for Savings  
1290 Silas Deane Highway  
Wethersfield, Ct 06109 Anchorage: Annapolis, MD

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

James T. Hoffman  
(Signature of Debtor)

James T. Hoffman  
Type or Print Above Name on Above Line

Kathy L. Hoffman  
(Signature of Debtor)

Kathy L. Hoffman  
Type or Print Above Signature on Above Line

First Commercial Corporation  
(Signature of Secured Party)

Arthur M. [Signature]  
Type or Print Above Signature on Above Line

CR  
CLERK

SEE ME FOR RECORDING

1987 JAN -3 AM 11:19

H. ERLE SCHAFER  
CLERK

12/50

Mailed to Secured Party

Anne Arnold  
11/14/86

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 242281

RECORDED IN LIBER 449 FOLIO 74 ON 4/23/82 (DATE)

1. DEBTOR

Name Stockett's Excavating & Hauling, Company, Inc.  
Address 1174 West Central Ave., Davidsonville, MD 21035

2. SECURED PARTY

Name ITT Industrial Credit Company  
Address PO Box 1071, Columbia, MD 21044

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
<p>Release one (1) Phelan Lowboy Trailer sn: WT 255241 ONLY.</p>	

RECORD FEE 10.00  
MORTGAGE 30  
1987 JAN 3 11:09 AM '87

Mailed to Secured Party

*(Signature)*

Dated 6-20-86

*Anne Williams*  
(Signature of Secured Party)

ITT INDUSTRIAL CREDIT COMPANY  
Type or Print Above Name on Above Line

10-50

RECEIVED IN RECORD

1987 JAN -3 AM 11:19

H. ERLE SCHAFER  
CLERK

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)  
Autometric, Inc.  
5205 Leesburg Pike  
Suite 1308  
Falls Church, Virginia 22041

2. Secured Party(ies) and address(es)  
B C Leasing Associates  
3930 Knowles Avenue  
Kensington, Maryland 20895

3. Maturity date (if any):  
For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00  
45350 0777 101 11:10  
JAN 03 87

4. This financing statement covers the following types (or items) of property:  
Lease #16-9291-3, dated October 17, 1986, between B C LEASING ASSOCIATES, Lessor, and AUTOMETRIC, INC., Lessee, pertaining to the following equipment located at: BWI Elkridge Landing Road, Suite 350, Linthicum, Maryland 21090, as shown on Schedule "A" attached hereto and made a part hereof by reference

5. Assignee(s) of Secured Party and Address(es)  
Security National Bank  
1130 Connecticut Ave., N.W.  
Washington, D.C. 20036  
ATTN: Installment Loans

NOT SUBJECT TO RECORDATION TAXES

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:  
Anne Arundel County

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

AUTOMETRIC, INC.  
By: Chester R. Harding, Jr.  
Signature(s) of Debtor(s) Title Assistant Secretary

B C LEASING ASSOCIATES  
By: Michael G. Fredricks  
Signature(s) of Secured Party(ies) Title

(1) Filing Officer Copy-Alphabetical 110 STANDARD FORM - FORM UCC-1. (For Use in Most States)



1987 JAN -3 AM 11:19  
H. ERLE SCHAFFER  
CLERK

BOOK 506 PAGE 492

Autometric, Inc.

Lease #16-9291-3

Schedule "A" - Equipment List

---

- 2- Express PCXT IBM Compatible computers with color monitor, color graphics adap., 1-360K floppy, 1-20MEG hard drive with controller, 8087 co-processor, and clock - s/n's 10071, 10090
- 3- 6ft. parallel printer cable
- 3- Epson FX 286 printer - s/n's 02003934, 02003931, 02003930
- 1- 10ft. parallel printer cable
- 1- 3-Switch parallel printer switch bos
- 1- Express PCAT IBM Compatible Computer with color monitor, color graphics adap., 1-360K floppy, 1-1.2 floppy, 1-30MEG hard drive with controller, 80287 co-processor, clock/calendar, serial/parallel port, 1MEG RAM - s/n EE15179
- 3- IBM DOS 3.1

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 Johnson, Richard, Jr.

Address 408 Fhideway Avenue Glen Burnie, MD 21061

2. SECURED PARTY

Name Garden State Truck Sales & Service, Inc.

Address Rt. 295 & Old Crown Point Road Thorofare, N.J. 08086

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Richard Johnson, Jr.

Richard Johnson, Jr.  
(Signature of Debtor)

Richard Johnson Jr. Owner

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Garden State Truck Sales & Service, Inc.

Joseph J. Reed Pres.  
(Signature of Secured Party)

Joseph J. Reed Pres.

Type or Print Above Signature on Above Line

RECEIVED FOR RECORD  
CLERK  
CR  
1987 JAN -3 PM 2:50  
H. ERLE SCHAFFER  
CLERK

1350



**TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)**

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, ~~or if Holder shall deem itself insecure~~, then Holder may, without notice 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 competent jurisdiction to sue and confer judgment against Buyer (except in any jurisdiction here and actions not permitted by law) for the Balance and other monies due to Holder, plus expenses, and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.~~

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. ~~A part of the consideration for Seller entering into this contract, Buyer and any guarantor signing below hereby designate and appoint Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as their true and lawful attorney-in-fact and agent for them and in their name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify them at their address shown herein, or their last address known to Holder, by certified mail, within three days of such service having been effected, and such parties hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provisions effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.~~

**GUARANTORS-ENDORSERS SIGN HERE:**

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)  
 \_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any 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 \_\_\_\_\_ **Garden State Truck Sales & Service, Inc.** (SEAL) Signature of Seller  
 \_\_\_\_\_ By: \_\_\_\_\_  
 (Witness) (Signature, Title of Officer, "Partner" or "Proprietor")

INITIAL  
HERE  
INITIAL  
HERE  
INITIAL  
HERE

Book 556 Page 494A

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260889

RECORDED IN LIBER 496 FOLIO 61 ON 3/19/86 (DATE) BOOK 506 PAGE 495

1. ~~DEBTOR~~ LESSEE: #12381.03

Name UNIVERSITY PRESS OF AMERICA, INC.  
Address 8201 RITCHIE HIGHWAY, PASADENA, MD 21112

2. ~~SECURED PARTY~~ LESSOR:

Name HBE LEASING CORPORATION  
Address 11330 OLIVE STREET ROAD, P.O. BOX 27340, ST. LOUIS, MO 63141

AS ABOVE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:   
(Indicate whether amendment, termination, etc.)

ASSIGNEE: LLOYDS BANK PLC GP#AA  
233 SOUTH WACKER DRIVE  
CHICAGO, IL 60606

ALL COLLATERAL AS LISTED ON ORIGINAL FILING.

FILED WITH: CLERK OF CIRCUIT COURT OF ANNE ARUNDEL COUNTY, MD

Mailed to Secured Party

RECEIVED FOR RECORD  
ANNE ARUNDEL COUNTY

1987 JAN -3 PM 12:50

H. ERLE SCHAFFER  
CLERK

Dated 10/20

J. Powell  
(Signature of ~~SECURED PARTY~~ LESSOR)

HBE LEASING CORPORATION  
Type or Print Above Name on Above Line

265533

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Rosemarie R. Cherry

7959 Telegraph Road #  
Severn, Maryland 21144

APPROXIMATE FEE \$1.00  
\$0.50

SECURED PARTY

THE BANK OF BALTIMORE  
(Assignee)

Address: BALTIMORE AND CHARLES STREETS  
BALTIMORE, MARYLAND 21201

- 1. This Financing Statement covers the following types (or items) of property (the collateral).

New 1987 Liberty Homes, Inc. "Glen Oaks" X48001 Mobile Home  
80 X 14, Brown, Serial # 08-L-58506

6777 001 711-32  
JAN 03 87

- 2. Proceeds and products of the collateral are also specifically covered.

- 3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

Rosemarie R. Cherry  
Rosemarie R. Cherry

THE BANK OF BALTIMORE

BY [Signature]

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Bank of Baltimore.

PCS 0847

Mailed to Secured Party

1150  
RECEIVED FOR RECORD  
COURT HOUSE BALTIMORE COUNTY  
1987 JAN -3 PM 12:51  
H. ERLE SCHAFFER  
CLERK  
CR CLERK

265522

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Howard Sandy  
Penelope Sandy

Severn Mobile Home Park  
7959 Telegraph Rd. Lot 81  
Severn, Maryland 21144  
Anne Arundel County

SECURED PARTY

THE BANK OF BALTIMORE  
(Assignee)

Address: BALTIMORE AND CHARLES STREETS  
BALTIMORE, MARYLAND 21201

1. This Financing Statement covers the following types (or items) of property (the collateral).  
1987 Imperial 70 x 14 Serial Number IH871526 White Exterior
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

12.00  
50  
111.32  
JAN 03 87

Debtor

Secured Party

Howard Sandy  
HOWARD SANDY  
Penelope Sandy  
PENELOPE SANDY

THE BANK OF BALTIMORE  
BY Kimberly Shaw

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Bank of Baltimore.

PCS 0847

Mailed to Secured Party

RECEIVED FOR RECORD  
CLERK COURT, ANN ARUNDEL COUNTY

1987 JAN -3 PM 12:51

H. ERLE SCHAFFER  
CLERK

CR  
CLERK

FINANCING STATEMENT

265441

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

James W. Curtis

7733 Telegraph Road #10  
Severn, Anne Arundel, Maryland 21144

RECORD FEE 11.00  
POSTAGE .50  
MAY 1983 - CTR 3M 111433

SECURED PARTY

THE BANK OF BALTIMORE  
(Assignee)

Address: BALTIMORE AND CHARLES STREETS  
BALTIMORE, MARYLAND 21201

1. This Financing Statement covers the following types (or items) of property (the collateral).  
New 1986 Liberty Homes, Inc. "Monticello" L47011 Mobile Home  
70 X 14, Serial # 08-L-57822
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

JAN 03 87

Debtor

Secured Party

James W. Curtis  
JAMES W. CURTIS  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE BANK OF BALTIMORE  
BY Kimberly [Signature]

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Bank of Baltimore.

PCS 0847

RECEIVED FOR RECORD  
CIRCUIT COURT, A. A. COUNTY  
1987 JAN -3 PM 12:51  
H. ERLE SCHAFFER  
CLERK

1/80 Mailed to Secured Party

FINANCING STATEMENT

265442

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

David W. Seay  
Pauline K. Seay

Severn MHP #96  
7959 Telegraph Road # 96  
Severn, Maryland 21144

Anne Arundel County

SECURED PARTY

THE BANK OF BALTIMORE  
(Assignee)

Address: BALTIMORE AND CHARLES STREETS  
BALTIMORE, MARYLAND 21201

RECORD FEE 12.00  
TAXES .50  
MAY 05 1987

1. This Financing Statement covers the following types (or items) of property (the collateral).  
1981 Liberty Homes, "Oakbrook", 46 X 14, Serial # 08-L-19298  
USED Mobile Home
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

David Wayne Seay  
DAVID WAYNE SEAY  
Pauline Kathleen Seay  
PAULINE K. SEAY

THE BANK OF BALTIMORE

BY

Emberly Short

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Bank of Baltimore.

PCS 0847

RECEIVED FOR RECORD  
ANN ARUNDEL COUNTY

1987 JAN -3 PM 12:51

H. ERLE SCHAFFER  
CLERK

CLERK  
1/3

Mailed to Secured Party

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Eileen N. Palacorolla

Terrace View Park  
621 Lorca Ave.  
Brooklyn Park, MD 21225  
Anne Arundel County

RECORDED FEE 11.00  
POSTAGE .30

JAN 03 1987 11:53

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE  
(Assignee)

Address: BALTIMORE AND CHARLES STREETS  
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).

New 1987 Liberty, Supra G26002 2BCCKFB, Serial # 08 L 58278, 60x12

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

Eileen N. Palacorolla  
EILEEN N. PALACOROLLA

THE SAVINGS BANK OF BALTIMORE

BY

Kimberly J. [Signature]

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes, Inc. (Millersville), which has been assigned to The Savings Bank of Baltimore.

OR  
CLERK

Mailed to Secured Party  
11/80

PCS 0847

RECEIVED FOR RECORD  
CLERK COURT, ANNE ARUNDEL COUNTY

1987 JAN -3 PM 12:51

H. ERLE SCHAFFER  
CLERK

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Barbara J. Smith

Ridgewood MHP  
7393 Camelot Drive  
Hanover, Maryland 21076  
Anne Arundel County

SECURED PARTY

THE BANK OF BALTIMORE  
(Assignee)

Address: BALTIMORE AND CHARLES STREETS  
BALTIMORE, MARYLAND 21201

STAMP FEB 11.00  
JAN 30  
JAN 03 87

1. This Financing Statement covers the following types (or items) of property (the collateral).  
NEW - 1986 Liberty Homes, Inc., Monticello L45604 Mobile Home 56 X 14, Serial # 08-L-58019, Brown/Brown
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

*Barbara J. Smith*  
BARBARA J. SMITH

THE BANK OF BALTIMORE

BY *Kimberly A. Hart*

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Bank of Baltimore.

PCS 0847

CR CLERK

Mailed to Secured Party

RECEIVED FOR RECORD  
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1987 JAN -3 PM 12:51

H. ERLE SCHAFER  
CLERK

1150

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

William F. Bracey

Chesapeake Mobile Home Court #86  
Ridge-Chapel Road  
Hanover, Maryland 21076

AA CO

SECURED PARTY

SEARCH FEE 1.10

THE BANK OF BALTIMORE  
(Assignee)

Address: BALTIMORE AND CHARLES STREETS  
BALTIMORE, MARYLAND 21201

9.90

.50

RECORDED 11-11-84  
JAN 07 87

1. This Financing Statement covers the following types (or items) of property (the collateral).  
New 1985 Imperial Homes, Corp. "Royal" Print 102, Mobile Home 64 X 14, Oak, Serial # IH85579
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

William L. Bracey  
WILLIAM L. BRACEY

THE BANK OF BALTIMORE

BY

Kimberly Short

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Bank of Baltimore.

PCS 0847



1150

RECEIVED FOR RECORD  
SPRINGFIELD COUNTY

1987 JAN -3 PM 12:51

H. ERLE SCHAFER  
CLERK

Mailed to Secured Party

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Daniel Walker  
Kathy D. Walker  
Bullah Curry

9 Draidies Circle  
Rio Vista Plaza  
Lothian, Maryland 20711

Anne Arundel County

SECURED PARTY

THE BANK OF BALTIMORE  
(Assignee)

Address: BALTIMORE AND CHARLES STREETS  
BALTIMORE, MARYLAND 21201

REGISTRATION FEE 13.00  
POSTAGE .50  
BALTIMORE CITY 131-335  
JAN 03 87

1. This Financing Statement covers the following types (or items) of property (the collateral).

NEW 1987 Holly Park Homes, Forest Park Custom Mobile Home,  
52 X 14, Buckskin/White, Serial 01-FPC-17168

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

Daniel Walker  
DANIEL WALKER

THE BANK OF BALTIMORE

Kathy D. Walker  
KATHY D. WALKER

BY

Kimberly Short

Bullah Curry  
BEULAH CURRY

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Bank of Baltimore.

PCS 0847

RECEIVED FOR RECORD  
CLERK COURT HOUSE BALTIMORE COUNTY

1350  
C/P  
CLERK

Mailed to Secured Party

1987 JAN -3 PM 12:51

MERLE SCHAFER  
CLERK

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Harold L. Pogar, Sr.  
Barbara J. Pogar

Mailing Address

Arundel Village  
490 Patuxent Road #36  
Odenton, Maryland 21113  
Anne Arundel, County

SECURED PARTY

THE BANK OF BALTIMORE  
(Assignee)

Address: BALTIMORE AND CHARLES STREETS  
BALTIMORE, MARYLAND 21201

RECORD FEE 12.00  
POSTAGE .50  
JAN 03 1987

1. This Financing Statement covers the following types (or items) of property (the collateral).  
NEW 1985 Imperial Homes Corp., Regal Print 413, 70 X 14, Gray, Serial # IH85916
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Harold L. Pogar, Sr.  
HAROLD L. POGAR, SR.  
Barbara J. Pogar  
BARBARA J. POGAR

Secured Party

THE BANK OF BALTIMORE

BY Kimberly Short

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Bank of Baltimore.

Mailed to Secured Party

PCS 0847

RECEIVED FOR RECORD  
HARVARD COUNTY, MARYLAND

1987 JAN -3 PM 12:51

H. ERLE SCHAFFER  
CLERK

1250  
CR  
CLERK

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

John W. Knotts

7959 Telegraph Road #91  
Severn, Maryland 21144

*A A Co*

SECURED PARTY

THE BANK OF BALTIMORE  
(Assignee)

Address: BALTIMORE AND CHARLES STREETS  
BALTIMORE, MARYLAND 21201

11.00  
.50  
JAN 03 1987

1. This Financing Statement covers the following types (or items) of property (the collateral).  
New 1987, Holly Park Homes, Inc., "Forest Park" Mobile Home, 60 X 14, Blue/White, Serial # 01-FP-16221
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

*John W. Knotts*  
JOHN W. KNOTTS

THE BANK OF BALTIMORE

BY

*Kimberly [Signature]*

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Bank of Baltimore.

PCS 0847

RECEIVED FOR RECORD  
CLERK COURT, A.A. COUNTY

1987 JAN -3 PM 12:51

H. ERLE SCHAFFER  
CLERK

*175*  
CR  
CLERK

Mailed to Secured Party

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Lawrence E. Morrell  
Lisa M. Telenko

490 Patuxent Road #33  
Odenton, Maryland 21113

*AACo*

SECURED PARTY

THE BANK OF BALTIMORE  
(Assignee)

Address: BALTIMORE AND CHARLES STREETS  
BALTIMORE, MARYLAND 21201

1. This Financing Statement covers the following types (or items) of property (the collateral).  
New 1987, Liberty Homes, Inc., "Glen Oaks" X47013, Mobile Home  
70 X 14, Beige/Brown, Serial # 08-L-58391
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

RECORD FEE 12.00  
 STATE .50  
 COUNTY TAX 111.56  
 JAN 03 1987

Debtor

Secured Party

*Lawrence E. Morrell*  
LAWRENCE E. MORRELL

THE BANK OF BALTIMORE

*Lisa M. Telenko*  
LISA M. TELENKO

BY

*Kimberly Short*

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Bank of Baltimore.

PCS 0847

CR  
CLERK

Mailed to Secured Party

RECORDED FOR RECORD  
JAN 03 1987

1987 JAN -3 PM 12:51

H. ERLE SCHAFFER  
CLERK

*1250.*

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

RALPH & CATHERINE BOLIN

2407 MT. TABOR RD

GAMBRIOUS MD.

21054

AA. CO.

1987 JAN -3 PM 12:51  
H. ERLE SCHAFER  
CLERK

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE  
(Assignee)

Address: BALTIMORE AND CHARLES STREETS  
BALTIMORE, MARYLAND 21203

RECORDING FEE 12.00  
POSTAGE .50  
BALTIMORE CITY MD 111136  
JAN 03 1987

- 1. This financing Statement covers the following types (or items) of property (the collateral).

IMPERIAL SOVERIGN 28x70 S/N 871556

- 2. Proceeds and products of the collateral are also specifically covered.
- 3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

x Ralph E. Bolin  
RALPH E. BOLIN

Catherine A. Bolin  
CATHERINE A. BOLIN

THE SAVINGS BANK OF BALTIMORE

BY Kimberly [Signature]

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes, Inc., which has been assigned to The Savings Bank of Baltimore.



Mailed to Secured Party

1050

265451

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Ernest K. Bowen, Sr.  
Annie M. Bowen

Lot 12 Rol Park Trailer Camp  
Millersville, Maryland 21108

*AA Co*

SECURED PARTY

THE BANK OF BALTIMORE  
(Assignee)

Address: BALTIMORE AND CHARLES STREETS  
BALTIMORE, MARYLAND 21201

1. This Financing Statement covers the following types (or items) of property (the collateral).

USED 1971 Flamingo Mobile Home 60 X 12  
Serial # 2201310

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

12-00  
JAN 03 11:37  
JAN 03 87

Debtor

Secured Party

Ernest K. Bowen Sr.  
ERNEST K. BOWEN

THE BANK OF BALTIMORE

Annie M. Bowen  
ANNIE M. BOWEN

BY

Kimberly [Signature]

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Bank of Baltimore.

Mailed to Secured Party

PCS 0847

*1250*

1987 JAN -3 PM 12:51  
H. ERLE SCHAFER  
RECORDS & CLERK  
BALTIMORE COUNTY

265452

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Gary L. Leaf  
Tina J. Leaf

Chesapeake Mobile Court # 55  
Ridge-Chapel Road  
Hanover, Maryland 21076

AA 08

SECURED PARTY

THE BANK OF BALTIMORE  
(Assignee)

Address: BALTIMORE AND CHARLES STREETS  
BALTIMORE, MARYLAND 21201

- 1. This Financing Statement covers the following types (or items) of property (the collateral).

1987 New Liberty Homes, Inc. "Glen Oaks" X45201, Buckskin/Brown  
52 X 14, Serial # 08-L-58509 Mobile Home

- 2. Proceeds and products of the collateral are also specifically covered.

- 3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

RECORD FEE 12.00  
STATE .50  
BALTIMORE CITY AND COUNTY 111.37  
JAN 03 87

Debtor

Secured Party

X Gary L. Leaf  
GARY L. LEAF  
Tina J. Leaf  
TINA J. LEAF

THE BANK OF BALTIMORE  
BY Kimberly Schaffer

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Bank of Baltimore.

RECORDED FOR RECORD  
BALTIMORE CITY AND COUNTY  
1987 JAN -3 PM 12:51  
H. ERLE SCHAFER  
CLERK

PCS 0847

Mailed to Secured Party 250



FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

William F. Rankin  
Shirley L. Rankin

7959 Telegraph Road #80  
Severn, Maryland 21144

Severn MHP #80  
Anne Arundel County

SECURED PARTY

THE BANK OF BALTIMORE  
(Assignee)

Address: BALTIMORE AND CHARLES STREETS  
BALTIMORE, MARYLAND 21201

1. This Financing Statement covers the following types (or items) of property (the collateral).

RECORD FEE 12.00  
POSTAGE .50

NEW 1987 Liberty Homes, Inc. , Glen Oaks X47004, 70 X 14  
Serial # 08-L-58572 Brown/Cream Mobile Home

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

RECORDED 11:37 AM  
JAN 03 87

Debtor

William F. Rankin  
WILLIAM F. RANKIN  
Shirley L. Rankin  
SHIRLEY L. RANKIN

Secured Party

THE BANK OF BALTIMORE

BY

Kimberly Short

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc. \_\_\_\_\_, which has been assigned to The Bank of Baltimore.

RECEIVED FOR RECORD  
CLERK COUNTY, ANNE ARUNDEL COUNTY

1987 JAN -3 PH12:51

H. ERLE SCHAFFER  
CLERK

CR  
CLERK

1050

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Robert W. Catterton  
Annette Catterton

7959 Telegraph Road #17  
Severn, Maryland 21144  
Severn MHP #17  
Anne Arundel County

SECURED PARTY

THE BANK OF BALTIMORE  
(Assignee)

Address: BALTIMORE AND CHARLES STREETS  
BALTIMORE, MARYLAND 21201

1. This Financing Statement covers the following types (or items) of property (the collateral).

New 1987 Liberty Homes, Inc. "Glen Oaks" X48001 Mobile Home  
80 X 14, Brown, Serial # 08-L-58571

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

1987 JAN -3 PM 12:51  
H. ERLE SCHAFER  
CLERK

RECEIVED FOR RECORDATION  
ANNE ARUNDEL COUNTY

SEARCH FEE 12.00  
INDEX FEE .50  
JAN 03 1987

Debtor

Secured Party

Robert W. Catterton  
ROBERT W. CATTERTON

THE BANK OF BALTIMORE

Annette Catterton  
ANNETTE CATTERTON

BY Kimberly [Signature]

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Bank of Baltimore.

1250

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

**DEBTOR**  
ANCHOR INSURANCE AGENCY, INC.  
 \_\_\_\_\_  
 (Name)  
P.O. Box 9 - Route 256  
 \_\_\_\_\_  
 (Address)  
Deale, Maryland 20751

**SECURED PARTY (OR ASSIGNEE)**  
THE FIRST NATIONAL BANK OF MARYLAND  
 \_\_\_\_\_  
 Attn: Jeffrey D. Weeks, V.P.  
 \_\_\_\_\_  
 (Name of Loan Officer)  
14700 Main Street - P.O. Box 60  
 \_\_\_\_\_  
 (Address)  
Upper Marlboro, Maryland 20772

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

EBS Agency Management System Package

1987 JAN -3 PM 12:51  
 H. ERLE SCHAFER  
 CLERK

- E91300 MOD 10, 256KB Memory, 360KB Diskette Drive, 38MB Disk Drive, 5 slot chassis and Graphics Monitor.
- 8713-N 256KB Memory, Add-On
- 6301B 38MB Disk Drive, Add-On
- 6270B 15MB Cartridge Tape Drive
- 4463ZT USAM 4 (I/O Devices)
- 6392XA D215 Application Terminal (AmBER)
- GE3318 Genicom Dual Mode Printer
- SYI3318 Printer Kit
- SYM 1200 Mediar Kit
- MD8X Data Assist Package

RECORD FEE 35.00  
 POSTAGE .50  
 1987 JAN 03 PM 11:39  
 JAN 03 87

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor \_\_\_\_\_

- 3  Products of the collateral are also specifically covered.
- 4 Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

**DEBTOR (OR ASSIGNOR)**  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 (Signature)  
Mary Beth Magenau  
 \_\_\_\_\_  
 (Print or Type Name)

**DEBTOR (OR ASSIGNOR)**  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 (Signature)  
William M. Sudduth  
 \_\_\_\_\_  
 (Print or Type Name)

1150

Mailed to Secured Party

MARYLAND FINANCING STATEMENT

CCC-1

- Not Subject to Recordation Tax - Conditional Sales Contract
  - 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: BALDWIN SERVICE CENTER, INC.  
(Name or Names)  
ROUTE 450 & 178 ANNAPOLIS, MARYLAND 21401  
(Address)

3. ASSIGNEE (if any) of SECURED PARTY: UNION TRUST COMPANY OF MARYLAND  
(Name or Names)  
P. O. BOX 22497 BALTIMORE, MARYLAND 21203  
(Address)

RECORD FEE 11.00  
 1.50  
 111.46  
 JAN 03 87

4. This Financing Statement covers the following types (or items) of property:

One (1) New JCB Model 1550B Wheel Loader backhoe, s/n 323344 plus all attachments and accessories.

1987 JAN -3 PM 12:51  
 H. ERLE SCHAFER  
 CLERK

NOT SUBJECT TO RECORDATION TAX - CONDITIONAL SALES CONTRACT

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

- 6. Proceeds of Collateral are covered hereunder: Yes  No
- Products of Collateral are also covered: Yes  No

DEBTOR(S): FERGUSON TRENCHING COMPANY, INC.

By: Stanley R. Ferguson Pres  
(Title)  
Stanley R. Ferguson  
(Type or print name of person signing)

SECURED PARTY: BALDWIN SERVICE CENTER, INC.

By: F. Gregory Baldwin V.P.  
F. Gregory Baldwin  
(Type or print name of person signing)

By: \_\_\_\_\_  
(Title)  
 \_\_\_\_\_  
(Type or print name of person signing)

Mailed to Secured Party

Return To: Union Trust Company of Maryland  
P. O. Box 22497, Baltimore, Maryland 21203

1150.

BOOK 506 PAGE 514

265457

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) Balto Clay products Co INC 1739 nursery Road Linthicum Heights MD 21090	2. Secured Party(ies) and address(es) Equitable Bank, N.A. 100 s. Charles St. baltimore MD 21201	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 RECORD TAX 122.50 MORTGAGE .50 MAY 11 11 49 JAN 03 87
---	---	--

4. This financing statement covers the following types (or items) of property:

1986 Ford Diesel Tractor serial #744859

5. Assignee(s) of Secured Party and Address(es)

*REQUIRES RECORDEATION TAXES.  
17.54.00*

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: Maryland

*BALTO CLAY PROD. CO. INC*  
By: *[Signature]*  
Signature(s) of Debtor(s)

Equitable Bank, N.A.

By: *[Signature]*  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Karl Maeyers

*11. 122.50 50*

FILED FOR RECORD  
COURT, BALTIMORE

1987 JAN -3 PH12:51

H. ERLE SCHAFFER  
CLERK

CLERK

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 11/21/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1987 JAN -3 PM 12:51  
M. ERIC SCHAFER  
CLERK

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 10/24/86, Schedule # 01, dated 10/31/86 between Assignor as Lessor and LEASE ACCOUNT # 684201 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 11/21/86 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LEASE

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

*Frank J. Sarro, III.*  
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A

*J. David Kommalan, Sr.*  
(Signature of Secured Party)

J. David Kommalan, Sr. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County.

11/86

Mailed to Secured Party

CR CLERK  
2429  
HYTCHAR

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
2 (two)	NLB Model No. 10150D High Pressure Liquid Blasters S/N's 685101, 686101 mounted on tandem axel, road ready trailers.
1 (one)	No. WP3-1/2" 50 High Pressure hose, 200 ft. in 50 ft. sections.
1 (one)	NCG-250A-2 High Pressure Cleaning Lance w/safety whip
1 (one)	NCG-250-2-255 Cleaning Lance
1 (one)	200 ft. LPI-1 Intake hose.
1 (one)	NLB Spin Jet Model 11008X24 S/N 680201 Pressure hoses, foot control valves, nozzels, flexible lance, quick couplers, o-rings, valve cage o-rings.

TRANS-AMERICAN LEASING CORPORATION

BY:

TITLE: Frank J. Sarro III, Exec. V.P.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:

TITLE: J. David Kommalan, Sr. V.P.

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 12/1/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation  
Address The Steffey Bldg. Ste 200B, 407 Crain Hwy., Glen Burnie, Md. 21061  
~~1071 Worcester Road, Framingham, MA 01701~~

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.  
Address 300 East Lombard, Baltimore, Maryland 21202

RECORD FEE 11.00  
JAN 03 87

Person And Address To Whom Statement Is To Be Returned 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..A. of certain lease payments under a certain True Lease Assignment dated 12-30-85, Schedule #01, dated 12-30-85 between assignor as Lessor and LEASE ACCOUNT #688010 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 Nov. 21, 1986 between Assignor and Assignee.

- (1) Business System 352A #2232025-0013 including 17MB Disk, 512 KB Memory and 1 CRT;
- (2) 931 VDT'S #2234606-0001;
- (1) 4 Channel Communications Kit #2532856-0003;
- (1) 880 Printer Kit #2245102-0001;
- (1) Printer Stand #999841-0001;
- (1) Multitech Model #MT212C Modem;
- (1) Papertrak Delivery Management System;
- (1) Modem Interface Cable #2230503-0001.

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above 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)

Howard D. Siegel, President  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Baltimore Federal Financial, F.S.A.

(Signature of Secured Party)

J. David Kommalan, Sr. V.P.  
Type or Print Above Signature on Above Line

Filed with Anne Arundel County

Mailed to Secured Party

11/50

2418

1987 JAN -3 PM 12:51  
H. ERLE SCHAFER  
CLERK

CR  
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. 265460

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

INSTALLMENT PLAN NOT SUBJECT TO RECORDATION TAX

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Archie Brown Jr. d/b/a Archie Brown & Sons Co.
Address 775 Annapolis Road, Annapolis, Maryland 21403

2. SECURED PARTY

Name Circle Business Credit, Inc.
Address P. O. Box 24123 Louisville, KY 40224

Person And Address To Whom Statement Is To Be Returned 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) 1987 Ford Model LN8000 Truck, S/N 1FDYR80UXHVA10510 with One (1) 1987 Loadmaster Model LM120HC Packer Body, S/N 87L0325; including all attachments, additions, replacements & substitutions to or of said equipment & all future advances.

Name and address of Assignee
None

Anne Arundel County Recorder

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)

Archie Brown Jr. d/b/a Archie Brown & Sons Co.

Archie Brown Jr. Owner (Signature of Debtor)

Archie Brown, Jr. Type or Print Above Name on Above Line

(Signature of Debtor)

Circle Business Credit, Inc.

Circle Business Credit Analyst (Signature of Secured Party)

1987 JAN - 30 PM 12:52 Caffee, Jr.

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

H. ERLE SCHAFFER CLERK

1250

Mailed to Secured Party



RECEIVED COURT CLERK

265461

File No. ....  
Record Reference:  
Liber..... Folio.....

FINANCING STATEMENT

..... Not subject to Recordation Tax. .... To Be Recorded in The Land Records  
(For Fixtures Only).  
XX.. Subject to Recordation Tax on prin-  
cipal amount of \$...5,000.00....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

<u>Name of Debtor</u>	<u>Address</u>
Ji Hyang Rim T/A Crofton Liquors	1639 Route 3 Gambrills, Maryland 21054

2. The name and address of the Secured Party (or Assignee) is:  
THE CITIZENS NATIONAL BANK  
Fourth and Main Streets  
Laurel, Maryland

to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collateral): All of borrower's furniture, fixtures, machinery, and equipment and all replacements thereof and additions or attachments thereto, and all Borrower's accounts receivable, contract rights and inventory, now owned or hereafter acquired, and the proceeds and products thereof

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

5. XX.....Proceeds)  
.....Products)  
) of the collateral are also specifically covered.

Debtor

Secured Party (Assignee)

.....Ji Hyang Rim T/A Crofton Liquors.....THE CITIZENS NATIONAL BANK

By: [Signature]  
Ji Hyang Rim

By: .....

By: .....

Type or print all names and titles under signatures.

RECORD FEE 12.00  
RECORD TAX 35.00  
FIDELITY .50  
TOTAL \$47.50  
JAN 03 1987

RECEIVED BY THE FILING OFFICER

1987 JAN -3 PM 12:52

H. ERLE SCHAFER  
CLERK

12  
35  
50

Mailed to Secured Party

61829555

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)  WASHINGTON DRYWALL, INC.	2. Debtor(s) Complete Address(es)  490 Riverview Drive Egewater, Maryland 21037	
3. & 4. Secured Party(ies) and Complete Address(es)  CITIZENS BANK AND TRUST COMPANY OF MARYLAND 6200 BALTIMORE BOULEVARD RIVERDALE, MD. <del>20844</del> 20737	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)		
1 - IBM AT COMPUTER Model #239 Serial # 6040086		SEARCH FEE 11.00 RECORDING TAX 48.00
1 - SPECTRA PHYSICS LASER LEVEL Serial # 3098		POSTAGE .50 RECORDING TAX 36.00 TOTAL 112.50 JAN 03 1987
8a. ( X ) Proceeds are also covered. 8b. ( ) Products of collateral are also covered. No. of additional sheets presented.		
Filed with CIRCUIT COURT CLERK OF _____ County; Other _____		
9. Transaction is (X), 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>12,000.00</u>		
10. This statement to be returned after recordation to Secured Party, shown above, or to _____		
Signature(s) of Debtor(s)  WASHINGTON DRYWALL, INC. <i>Bruce A. Saylor</i> , Pres. BRUCE A. SAYLOR, President		
Signature(s) of Secured Party(ies) or Assignee(s)  <i>R. A. Adamson, Jr.</i> R. A. Adamson, Jr. By Assistant Vice President (title)		
NOTE—Type or Print Names Clearly Below Signatures.		
Mailed to Secured Party		
FILING OFFICER COPY		
DS-30		
Printed in U. S. A.		

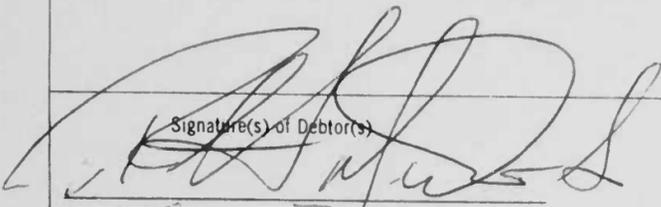
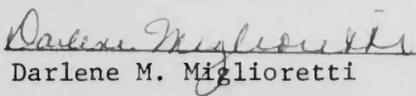
SEARCH FEE 11.00  
RECORDING TAX 48.00  
POSTAGE .50  
RECORDING TAX 36.00  
TOTAL 112.50  
JAN 03 1987

RECEIVED FOR RECORD  
JAN 03 1987

1987 JAN -3 PM 12:52  
H. ERLE SCHAFFER  
CLERK

11/50  
8/50



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) WISE, RICHARD SR. WISE, LYNDA WISE, ALVA	2. Debtor(s) Complete Address(es) 724 Nursery Road Linthicum, Md. 21090	
3. & 4. Secured Party(ies) and Complete Address(es) <b>CITIZENS BANK AND TRUST COMPANY OF MARYLAND</b> 6200 BALTIMORE BOULEVARD RIVERDALE, MD. 20840	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
7. This financing statement covers the following types (or items) of property: (Describe)  Car washing equipment, Maverick Washer #378FU215, Trade Wind Vaccum #17865TA789 and #17865TA795.		
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 ANNE ARUNDEL County; Other _____		
9. Transaction is (X), 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>8,500.00</u>		
10. This statement to be returned after recordation to Secured Party, shown above, or to		
Signature(s) of Debtor(s)  _____ Lynnda B. Wise Alva E. Wise		RECORDED INDEXED FEB 11 1987 ANNE ARUNDEL COUNTY
Signature(s) of Secured Party(ies) or Assignee(s)  _____ Darlene M. Miglioretti		CLERK
		Assistant Treasurer (Title)
NOTE—Type or Print Names Clearly Below Signatures.		
FILING OFFICER COPY		
Printed in U. S. A.		

1350  
5950

Mailed to Secured Party

1987 JAN -3 PM 12:52  
H. ERLE SCHAFFER  
CLERK

265464

BOOK 506 PAGE 522

20 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) X Annapolis Clothing Co  
8 Parole Plaza  
Annapolis, MD 21401  
2. Secured Party(ies) Name(s) and Address(es) NCR CORPORATION  
Dayton, Ohio 45479  
4 For Filing Officer Date, Time No Filing Office

5 This Financing Statement covers the following types (or items) of property: ~~NCR ELECTRONIC DATA PROCESSING EQUIPMENT & BUSINESS MACHINES, INCLUDING, WITHOUT LIMITATIONS, COMPUTERS, COMPUTER PERIPHERALS, RETAIL & FINANCIAL TERMINALS, ELECTRONIC CASH REGISTERS, AND ELECTRONIC DATA ENTRY AND ACCOUNTING EQUIPMENT.~~ CASH REGISTERS UNDER ORDER # 31635954 M.C.

6 Assignee(s) of Secured Party and Address(es)  
RECEIVED FEE 11.00  
FEE 1.00  
01/03/87 07:17 AM 11/03/87

8 Describe Real Estate Here.  This statement is to be indexed in the Real Estate Records  
"PURCHASE MONEY SECURITY AGREEMENT - IS NOT SUBJECT TO RECORDATION TAX."

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)  
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 Marian Cardwell Signature(s) of Debtor(s)  
By D. S. Machus Signature(s) of Secured Party(ies)  
(1) Filing Officer Copy - MSD  
(Required only if Item 10 is checked)

(3/83) STANDARD FORM - FORM UCC 1 - Approved by Secretary of Commonwealth of Pennsylvania

1987 JAN - 3 PM 12: 52  
H. ERLE SCHAFER  
CLERK



Mailed to Secured Party

MARYLAND FINANCING STATEMENT

UCC-1

- Not Subject to Recordation Tax - Rental Inventory
- Recordation Tax of \$ \_\_\_\_\_ on  
Principal Amount of \$ \_\_\_\_\_ is enclosed/  
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: DAVID C. and JOAN A. STOCKETT  
(Name or Names)  
5234 Solomons Island Road Lothian, MD 20711  
(Address)

DEBTOR: \_\_\_\_\_  
(Name or Names)  
 \_\_\_\_\_  
(Address)

2. SECURED PARTY: UNION TRUST COMPANY OF MARYLAND  
(Name or Names)  
P. O. BOX 22497 BALTIMORE, MARYLAND 21203  
(Address)

3. ASSIGNEE (if any)  
 of SECURED PARTY: \_\_\_\_\_  
(Name or Names)  
 \_\_\_\_\_  
(Address)

4. This Financing Statement covers the following types (or items) of property:

One (1) New International Model TD7E Crawler Tractor, s/n 10400; one (1) New Terex Model 11C Wheel Loader, s/n 22006-1981; one (1) New Morbark Model 22 Chipper Bester, s/n 1419 and one(1) Used 1984 Caterpillar Model 973LGP Crawler Loader, s/n 26200200 plus all attachments and accessories.

12.00  
 .50  
 201 112-04  
 200 03 07

NOT SUBJECT TO RECORDATION TAX - RENTAL EQUIPMENT

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

CR  
 CLERK  
 1987 JAN -3 PM 12:52  
 H. ERLE SCHAFFER  
 CLERK

Mailed to Secured Party

- 6. Proceeds of Collateral are covered hereunder: Yes  No
- Products of Collateral are also covered: Yes  No

SECURED PARTY:  
 \_\_\_\_\_  
 By: Georgia Di'ella CFO  
(Title)  
 \_\_\_\_\_  
(Type or print name of person signing)  
 \_\_\_\_\_  
 By: \_\_\_\_\_  
(Title)  
 \_\_\_\_\_  
(Type or print name of person signing)

DEBTOR:  
DAVID C. and JOAN STOCKETT  
 By: David C. Stockett  
David C. Stockett  
(Type or print name of person signing)  
 by: Joan A Stockett  
 \_\_\_\_\_  
(Type or print name of person signing)

Return To: Union Trust Company of Maryland  
P.O. Box 22497, Baltimore, Maryland 21203

1750

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)  Timothy L. Carpenter, DDS 582 Benfield Village Shopping Center Severna Park, Maryland 21146	2. SECURED PARTY and Address <b>UNION TRUST COMPANY OF MARYLAND</b> Baltimore & St. Paul Streets Baltimore, Maryland 21203  Attn: <u>Peggy Taylor</u>  <b>Return to Secured Party</b>
---	--

3. This Financing Statement covers the following types (or items) of property:  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of \_\_\_\_\_ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~(is)~~ (is not) exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$ 112,000.00

RECORD FEE 11.00  
RECORD TAX 175.00  
186.00

DEBTOR:

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

Timothy L. Carpenter, DDS  
(Type Name)

By: Andrew J. Hundertmark, AVP

By: Timothy L. Carpenter, DDS

Andrew J. Hundertmark, AVP  
(Type Name)

By: \_\_\_\_\_

October 31, 19 86  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
Md., Va., D.C., Pa.

\*Equipment valued at \$25,000.00 and to be taxed on that amount only\*

1987 JAN -3 PH12:53  
H. ERLE SCHAFER  
CLERK

Wanted to Secured Party

115  
275  
50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 265467

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 12/1/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FLECK MACHINE COMPANY
Address 7177 RIDGE ROAD HANOVER MD 21076

2. SECURED PARTY

Name ELKRIDGE NATIONAL BANK
Address 7290 MONTGOMERY ROAD ELKRIDGE, MD 21227

RECORD FEE 12.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 12/01/92

149012 CTR 01 112:14
JAN 03 87

4. This financing statement covers the following types (or items) of property: (list)

ALL INVENTORY OF DEBTOR, WHETHER NOW OWNED OR HEREAFTER ACQUIRED AND WHEREVER LOCATED, ALL ACCOUNTS RECEIVABLE AND OTHER RIGHTS TO PAYMENT NOW EXISTING OR HEREAFTER ARISING OUT OF OPERATION OF THE DEBTORS BUSINESS AND ALL GENERAL INTANGIBLES NOW OR HEREAFTER OWNED BY DEBTOR.

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)

FLECK MACHINE COMPANY

BY: James B. Fleck (Signature of Debtor)

JAMES B. FLECK, SOLE PROP.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Handwritten initials JS



Mailed to Secured Party

RECEIVED FOR RECORDS
DEPT. OF REGISTERED PROFESSIONS
STATE OF MARYLAND

1987 JAN -3 PM 12:53

H. ERLE SCHAFER
CLERK

Charles E. Wells (Signature of Secured Party)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Identifying File 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 Gross Mech. Lab. Inc.  
Address 7240 Standard Drive, Hanover, MD 21076

RECORD FEE 11.00  
POSTAGE .50  
HARRIS CITY MD 112:14  
JAN 03 87

2. SECURED PARTY

Name DoALL Baltimore Company  
Address 4805 Leeds Avenue, Baltimore, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 DoALL Model VMC2416 Milling Machine, complete, bearing Serial No. 08271, plus accessories.

1987 JAN - 3 PM 12:53  
H. ERLE SCHAFER  
CLERK

CR  
CLERK

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

\_\_\_\_\_  
(Signature of Debtor)  
GROSS MECH. LAB. INC.  
Type or Print Above Name on Above Line  
Donald Gross  
(Signature of Debtor)  
DONALD GROSS  
Type or Print Above Signature on Above Line

Shirley  
(Signature of Secured Party)  
DoALL BALTIMORE COMPANY  
Type or Print Above Signature on Above Line

IF 50

Equipment is part of Inventory for Enpro Inc and therefore is not subject to recordation

Debtor or Assignor Form  
Anne Arundel Co

MARYLAND FINANCING STATEMENT

RECORD FEE 11.00  
POSTAGE .50  
TOTAL 11.50  
JAN 03 11:16

Not subject to Recordation Tax

Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_

To Be Recorded In Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

SECURED PARTY (OR ASSIGNEE)

Enpro, Inc.  
(Name)  
20-A Crain Highway, North  
(Address)  
Glen Burnie, Maryland 21061

THE FIRST NATIONAL BANK OF MARYLAND  
Pamela P. Bergen 101-560  
Attn:  
(Name of Loan Officer)  
P.O. Box 1596  
(Address)  
Baltimore, MD 21203

H. ERLE SCHAFER  
CLERK

1987 JAN - 3

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

(1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) any accounts, property securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (4) all of Borrower's now owned and hereafter acquired "Inventory", which as herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (5) all proceeds (including insurance proceeds) and products of the above-described inventory; (6) all of Borrower's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (7) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (8) all of the actual books and records evidencing any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

3.  Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)  
Enpro Inc. (Seal)  
Steve Shramko (Seal)  
(Signature)  
Steve M. Shramko EXEC Vice Pres  
(Print or Type Name)

DEBTOR (OR ASSIGNOR)  
(Seal)  
Darlene Ann Hairsine (Seal)  
(Signature)  
Darlene Ann Hairsine President  
(Print or Type Name)

1150



Mailed to Secured Party

TO BE  
 NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF

\$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s):

Frank's Well Drilling, Inc.  
Name or Names—Print or Type

7014 Ft. Smallwood Road, Baltimore, Maryland 21226  
Address—Street No., City - County State Zip Code

7014 Ft. Smallwood Road, Baltimore, Anne Arundel,  
Address—Street No., City - County State Zip Code

2. Secured Party:

John Deere Industrial Equipment Company  
Name or Names—Print or Type

400 19th Street Moline, Ill. 61265  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

- 1 N JD30 Excavator, w/ROPS Canopy, and 18" Backhoe Bucket  
S/N CH0030D001046
- 1 N Ferree Trailer M 5T S/N 1FETM0125Ga867713

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):

Franks' Well Drilling, Inc.  
*Ken Frank*  
(Signature of Debtor)

Ken Frank, Vice President  
Type or Print

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print

SECURED PARTY:

John Deere Industrial Equipment Co.  
(Company, if applicable)

\_\_\_\_\_  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print (Include title if Company)

Mailed to Secured Party

TO THE FILING OFFICE: After this statement has been recorded please mail the same to:

Name and Address John Deere Industrial Equipment Company  
400 19th Street, Moline, Ill 61265

1987 JAN - 3 PM 12:53  
H. ERLE SCHAFER  
CLERK

RECORD FEE 11.00  
POSTAGE .30  
440099 C771 MI 112119  
JAN 03 87



Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 52,300.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Martin J. Rosenberg, M.D., P.A.  
(Name)  
1667 Crofton Center, Suite #2  
(Address)  
Crofton, Maryland 21114

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND

Attn: Gail L. Zickafoose  
(Name of Loan Officer)  
18 West Street  
(Address)  
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral). (attach separate list if necessary)

Model #2500 Laser  
Serial #182

RECORD FEE 11.00  
 RECORD TAX 387.50  
 POSTAGE .50

AMOUNT DUE ON 1/21/29  
 JAN 03 87

H. ERLE SCHAFER  
CLERK

1987 JAN - 3 PM 12:54

RECEIVED FROM RECORDS  
 DEPARTMENT, BALTIMORE COUNTY



Mailed to Secured Party

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

3.  Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

Martin J. Rosenberg (Seal)  
Martin J. Rosenberg, M.D. (Seal)  
(Signature)  
 \_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
(Signature)  
 \_\_\_\_\_  
(Print or Type Name)

11-36750-50

FINANCING STATEMENT FORM UC-1  
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. \_\_\_\_\_

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated 12/1/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name R. M. F. Associates

Address 828 Springvale Road, Great Falls, Va. 22066

2. SECURED PARTY

Name First Commercial Corporation

Address 303 Second Street, Annapolis, Md. 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above \_\_\_\_\_

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (List)

1985 35' Marine Trader, Sundeck Model, Fiberglass Hull, #ETY35167E585

1985 135 Horsepower Ford Lehman Diesel Engine No. 4580037

Home Anchorage: Mayo, Md.

FIRST ASSIGNEE: Society for Savings  
1290 Silas Dean Highway  
Wethersfield, Ct. 06099

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)

R. M. F. ASSOCIATES  
Frank J. Magliato  
(Signature of Debtor)  
Frank J. Magliato General Partner

Type or Print Above Name on Above Line  
Naomi B. Magliato  
(Signature of Debtor)

Naomi B. Magliato General Partner  
Type or Print Above Signature on Above Line

Robert J. Magliato  
Robert J. Magliato General Partner

Michael J. F. Magliato  
Michael J. F. Magliato General Partner

BY: [Signature] title: VP  
(Signature of Secured Party)

FIRST COMMERCIAL CORPORATION  
Type or Print Above Signature on Above Line

RECORDING FEE 11.00  
1987 JAN 5 AM 9:14  
H. ERLE SCHAFER  
CLERK

Delivered to Secured Party

Anne Arnold  
12/5/86

11.00  
50

FINANCING STATEMENT

265473

- 1. \_\_\_\_\_ To Be Recorded in the Land Records.
- 2. \_\_\_\_\_ To Be Recorded among the Financing Statement Record.
- 3. \_\_\_\_\_ Not subject to Recordation Tax.
- 4. \_\_\_\_\_ Subject to Recordation Tax on an initial debt in the principal amount of \_\_\_\_\_. The Debtor(s) certifies that with the filing on 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)
Frank Lessis	<u>72 KINSHIP RD</u> <u>BALTIMORE MD 21222</u>
Mary Lessis	<u>SAME</u>
6. Secured Party	Address(es)
George Alevrofas	<u>1218 BRUNSWICK CT</u>
Anna S. Alevrofas	<u>ARNOLD MARYLAND 21012</u>

RECORD FEE 18.00  
 POSTAGE 1.50  
 #11930 DOES NOT TOP:31  
 JAN 05 87

1987 JAN - 5 AM 9:32  
 H. ERLE SCHAFER  
 CLERK

7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds

1692

and products of all such goods.

D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof including alcoholic beverage license.

E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or 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 described on Schedule A 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.

H. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to on the real estate described on Schedule A attached hereto and made a part hereof by reference.

DEBTOR:

SECURED PARTY:

By: Frank Lessis  
Frank Lessis

George Alevrofas  
George Alevrofas

Mary Lessis  
Mary Lessis

Anna Alevrofas  
Anna S. Alevrofas

BOOK 506 PAGE 533

Address where Collateral  
will be located:

1274 Bay Dale Drive  
College Parkway Shopping Center  
Arnold, Maryland 21012

Mr. Clerk: Please return to Nicholas J. Kallis, Suite 200, 150  
South Street, Annapolis, Maryland 21401.

EXHIBIT A

BOOK 506 PAGE 534

- 1 SCOTSMAN ICE MACHINE
- 1 SANYO CASH REGISTER
- 1 GYRO MACHINE
- 2 BLODGETT OVENS
- 1 GRILLE
- 1 DEEP FRYER
- 1 SANDWICH/UN
- 1 DOUBLE DOOR FREEZER
- 1 PENN WALK-IN BOX
- 1 HOBART MIXER
- 1 GLOBE SLICING MACHINE
- 1 HOBART MEAT GRINDER
- 1 EAGLE STEAMER
- 1 VULVAN OVEN
- 1 SANYO MICRO OVEN
- 1 DELFIELD REFRIGERATOR
- 3 WORKING TABLES
- 13 TABLES (CUSTOMER SEATING)
- 38 ~~40~~ CHAIRS ( CUSTOMER SEATING)

Mailed to Secured Mail

MISC. SILVERWARE, IMPLEMENTS, APPLIANCES,  
SUPPLIES, SIGNS, DECORATIONS, UTENSILS, COOKING AND  
SERVING EQUIPMENT, FOODSTUFFS, BEVERAGES, ETC.

*Frank Ferris*  
*George A. Ferris*  
*Anna Abarofas*

265474

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)

Fitzpatrick, Harrie  
7634 Severn Avenue  
Pasadena, Md 21122

2. Secured Party(ies) and address(es)

U.S. Energy Conservation Corp.  
6911 Richmond Highway  
Alexandria, Virginia 22306

For Filing Officer (Date, Time, Number, and Filing Office)

REGISTRATION FEE 11.00  
POSTAGE 3.00  
RECORDED 11:08:30  
JAN 05 87

4. This financing statement covers the following types (or items) of property:

7 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: Harrie E. Fitzpatrick  
Signature(s) of Debtor(s)

By: U.S. ENERGY  
Signature(s) of Secured Party(ies)

HARRIE E. FITZPATRICK  
11-56

STANDARD FORM - FORM UCC-1.

Whse Cont 11179008

CLERK

Mailed to Secured Party

RECORDED FOR RECORD  
ANNE ARUNDEL COUNTY

1987 JAN -5 AM 11:20

H. ERLE SCHAFER  
CLERK

1987 JAN -5 AM 11:20  
H. ERLE SCHAFER  
CLERK

BOOK 506 PAGE 536

265475



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)

Baker, Sylvanus  
8251 Bayside Drive  
Pasadena, Maryland 21122

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 1.10  
RECORD FEE 9.50  
POSTAGE .50  
HANTS CITY MD 108:34  
JAN 05 87

4 This financing statement covers the following types (or items) of property:

4 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:

*Sylvanus P. Baker III*  
Signature(s) of Debtor(s)  
SYLVANUS P. BAKER III

By:

USECC  
*JFK*  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM, FORM UCC-1.

Mailed to Secured Party

1987 JAN -5 AM 11:20  
H. ERLE SCHAEFER  
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) Cassell, Harold 692 Red Cedar Road Annapolis, Md 21401	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 POSTAGE .50 ANNOA CITY POL 108:35 JAN 15 87
4. This financing statement covers the following types (or items) of property:  5 replacement windows  <i>CONDITIONAL SALES CONTRACT TAX EXEMPT</i>		5. Assignee(s) of Secured Party and Address(es)  Barclays American/Fin. 424 Maple Avenue East Vienna, Virginia 22180

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  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: *Harold A. Cassell*  
Signature(s) of Debtor(s)  
HAROLD A. CASSELL

By: *USECC*  
*[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.

265477

BOOK 506 PAGE 538

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)  
Armstrong, Shirley M.  
504 Fairmount Drive  
Edgewater, Md.  
21037

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 11.00  
POSTAGE .50  
#44075 0717 10:35  
JAN 05 87

4. This financing statement covers the following types (or items) of property:

8 Double Hung style Energy Lock III  
thermal windows.

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: Shirley Armstrong  
Signature(s) of Debtor(s)

By: U.S. ENERGY  
Signature(s) of Secured Party(ies)

SHIRLEY ARMSTRONG  
(1) Filing Office Copy - Alphabetical

STANDARD FORM - FORM UCC-1

11/50

1987 JAN -5 AM 11:20  
Whse Contr 1179008

CLERK  
SCHAFFER

CR  
CLERK

Mailed to Secured Party

265478

BOOK 506 PAGE 539

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)

Weaver, Lawrence & Doris  
1935 Hill Top Road  
Pasadena, Maryland 21122

2 Secured Party(ies) and address(es)

U.S. Energy Conservation Corp.  
6911 Richmond Highway  
Alexandria, Virginia 22306

For Filing Officer (Date, Time, Number, and Filing Office)

REGISTRATION FEE 12.00  
FILING FEE 50  
RECORDED BY [unclear] 10:36  
JAN 05 87

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

Signature(s) of Debtor(s)  
Lawrence W. Weaver Sr  
DORIS M WEAVER

Signature(s) of Secured Party(ies)  
U.S. ENERGY

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Whse Cont 11179008

CR CLERK

RECEIVED FOR RECORD  
CLERK OF COURT F.A.A. COUNTY  
1987 JAN -5 AM 11:20  
H. ERLE SCHAFER  
CLERK

Mailed to Secured Party

265479

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) Moran , David & Nancy 7 Barbara Dale Lane Annapolis, Md 21401	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) REGISTRATION FEE 12.00 POSTAGE .50 454077 CITY MD 108:37 JAN 05 87
4. This financing statement covers the following types (or items) of property:  2 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: [Signature]  
 Signature(s) of Debtor(s)  
 NANCY J. MORAN

By: [Signature]  
 Signature(s) of Secured Party(ies)  
 USCCC

(1) Filing Officer Copy - Alphabetical  
 Whse Cont 11179008  
 STANDARD FORM FORM UCC-1  
 1250

1987 JAN -5 AM 11:20  
 H. ERLE SCHAFER  
 CLERK



Secured Party

265480

BOOK 506 PAGE 541

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)

Zang, Melvin D. & Mary M.  
607 Manns Road  
Deale, Md. 20751

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 2.00  
POSTAGE .50  
SEARCHED INDEXED  
JAN 05 1987

4. This financing statement covers the following types (or items) of property:

7 Double Hung style Energy Lock III  
3 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: Melvin D. Zang  
MELVIN D. ZANG  
Signature(s) of Debtor(s)

By: [Signature]  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Whse Cont 11179008

CR  
CLERK

RECEIVED FOR RECORD  
ANN ARUNDEL COUNTY

1987 JAN -5 AM 11:20

H. ERLE SCHAFFER  
CLERK

Mailed to Secured Party

BOOK 506 PAGE 542 265481

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)

Woodard, Harold and Suella  
1723 Fillmore Court  
Crofton, Maryland 21114

2 Secured Party(ies) and address(es)

U.S. Energy Conservation Corp.  
6911 Richmond Highway  
Alexandria, Virginia 22306

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00  
POSTAGE .50  
HANDLE COPY FOR TIME 1.00  
JAN 05 87

4. This financing statement covers the following types (or items) of property.

10 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 Harold H. Woodard  
HAROLD H. WOODARD

By: x Suella D. Woodard  
Suella D. WOODARD  
Signature(s) of Debtor(s)

U.S. ENERGY

By: [Signature]  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

Whse Cont 11179008

STANDARD FORM - FORM UCC-1.

12 50

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1987 JAN -5 AM 11:20

H. ERLE SCHAFFER  
CLERK



STATE OF MARYLAND

BOOK 506 PAGE 543

*[Handwritten signature]*

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 496 FOLIO 425 ON 4-3-86 (DATE)

~~SEE ATTACHED COPY FOR FILED DATE & FILED NUMBER~~

1. DEBTOR

Name Annmarc, Inc.

Address 222 Severn, Minneapolis MD 21403

2. SECURED PARTY

Name Hewlett-Packard Company

Address 935 McLaughlin Ave., San Jose CA 95122

Data File Services, Inc. 1728 Olympic Blvd. Santa Monica, CA 90404  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:   
(Indicate whether amendment, termination, etc.)

AMENDMENT

Amend to change DEBTOR city name to read: Annapolis

*[Handwritten initials]*

1987 JAN -5 AM 11:20

H. ERLE SCHAFER  
CLERK

Dated 10-22-86

*Sharon M. Faden*

(Signature of Secured Party)  
SHARON M. FADEN  
Hewlett-Packard Company

Type or Print Above Name on Above Line

10-50

A.A. Co. 12.50

BOOK 506 PAGE 544

3249 6

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

FINANCING STATEMENT

265483

Long's Convenience Store & Deli

1. LESSEE(S)

Name or Names - Print or Type

209 New Jersey Avenue

Glen Burnie, MD 21061

Address - Street No.

City - County

State

Zip

2. LESSOR

L-J Leasing Company  
600 Reisterstown Road

Baltimore

RECORD FEE 12.00

STATE .50

Maryland 21208

JAN 05 87

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary)

1-Gestetner 2110C Copy Machine

SER# 95J8608

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.

7. Products of collateral are covered.

LESSEE(S) Long's Convenience Store & Deli

LESSOR L-J Leasing Company

By: [Signature]  
Signature of Lessee

By: [Signature]  
Signature of Lessor

Lewis Long, Jr.  
Type or Print

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:

1840

L-J Leasing Company  
P.O. Box 21472  
600 Reisterstown Road

CR  
ERK

RECEIVED IN RECORD  
OFFICE  
BALTIMORE COUNTY

1987 JAN -5 AM 11:20

H. ERLE SCHAFER  
CLERK

BOOK 506 PAGE 545

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)

Robert E. Dunn T/A  
Dunn's Repair  
149 Gilbrator Street  
Annapolis, MD 21401

2. Secured Party(ies) and address(es)

MAROX LEASING COMPANY  
P.O. BOX 463  
Joppa, MD 21085-0463

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
POSTAGE .50  
24399 6771 101 108:58  
JAN 15 87

4. This statement refers to original Financing Statement bearing File No. 11251 BOOK 498 PAGE 593  
Filed with Anne ARundel County Date Filed June 11, 19 86

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 has 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.

JOHN HANSON SAVINGS & LOAN  
P.O. Box 1446  
Beltsville, MD 20705-01446

*PS*

RECEIVED  
1987 JAN -5 AM 11:20  
H. ERLE SCHAFER  
CLERK

No. of additional Sheets presented:

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: *Heise Orentz*  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

10-30

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 506 PAGE 546 #48 aa  
Identifying File No. 265485

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to 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'S AUTO SERVICE & SUPPLIES, INC.  
Address 512 North/West Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name MAROX LEASING COMPANY  
Address P.O. Box 463  
Joppa, Maryland 21085-0463  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORDED FEE 11.00  
SEARCHED 1.00  
INDEXED 1.00  
SERIALIZED 1.00  
JAN 05 1987

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 - SP 84 Service Lift L 42601

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)

CR CLERK

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

*John W. Lamb*  
(Signature of Debtor)

John W. Lamb, President  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

*Louise E. Neutze*  
(Signature of Secured Party)  
Louise E. Neutze, President

Type or Print Above Signature on Above Line

11-50

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 473 Page No. 122  
Identification No. 251907 Dated 5/1/84

1. Debtor(s)   
 { Charles V. Dunham & Karen Dunham  
 Name or Names—Print or Type  
 { Suite 32 - 8073 Green Orchard Rd. Glen Burnie, Md. 21061  
 Address—Street No., City - County State Zip Code

2. Secured Party   
 { CENTRABANK  
 Name or Names—Print or Type  
 { 201 N. Charles Street Baltimore Md. 21201  
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<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>

1050

(B2)

RECEIVED FOR RECORD  
SPRINGFIELD COUNTY

1987 JAN -5 AM 11:21

H. ERLE SCHAFER  
CLERK

Dated: November 28, 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)

CB1-137CL (5/83)

Mailed to Secured Party





**FINANCING STATEMENT**

**265486**

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) \_\_\_\_\_  
**Piping & Corrosion Specialties, Inc.** 8379 Jumpers Hole Road  
 Millersville, Md. 21108

6. Secured Party \_\_\_\_\_ Address \_\_\_\_\_  
 Maryland National Bank P. O. Box 17008  
 Attention: V.S.I. Insurance Unit Baltimore, Maryland 21203

RECORD FEE 11.00  
 POSTAGE 50  
 MAILING COST 101 104:15  
 JAN 05 87

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.

Piping & Corrosion Specialties, Inc.  
*Thomas J. Mollica Jr.* President  
 Thomas J. Mollica Jr., President

Secured Party  
 Maryland National Bank  
*Joseph A. Reed*  
 Joseph A. Reed, Assistant Vice President  
 Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 7/83

11/50

RECEIVED FOR RECORD  
 CLERK OF COURT, ANNE ARUNDEL COUNTY

CR  
 CLERK

1987 JAN -5 AM 11:21

H. ERLE SCHAFFER  
 CLERK

BOOK 506 PAGE 550

265487

SCHEDULE A

This SCHEDULE A is attached to and made a part of a Security Agreement and Note between Maryland National Bank and Piping & Corrosion Specialties, Inc. dated October 16, 1986.

Xerox Copier 1038 Serial Number 26-E-214684

Mailed to Secured Party

STATE OF MARYLAND

506 PAGE 551

FINANCING STATEMENT Form UCC-1

Identifying File No. 265488

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 6-28-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ROBERT W. & ANN WILSON
Address 1502 MANORVIEW RD, DAVIDSONVILLE, MD 21035

2. ~~SECURED PARTY~~ ASSIGNEE:

Name MANUFACTURERS HANOVER FINANCIAL SERVICES of Md. Inc.
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) Nov. 28, 1988

4. This financing statement covers the following types (or items) of property: (list)

New Baldwin Piano & Bench S/N 1375675

NOT SUBJECT TO RECORDATION TAX

SECURED PARTY
RAMSEY MUSIC
161 WEST ST.
ANNAPOLIS, MD. 21401

CHECK THE LINES WHICH APPLY

5. [ ] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[ ] (If 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)

[x] (Products of collateral are also covered)

Ann Marie Wilson
(Signature of Debtor)

ANN MARIE WILSON
Type or Print Above Name on Above Line

Robert W. Wilson
(Signature of Debtor)

ROBERT W. WILSON
Type or Print Above Signature on Above Line

Mailed to Secured Party



1987 JAN -5 AM 11:22
(Signature of Secured Party)

1. ERLE SCHAFER
Type or Print Above Signature on Above Line

12-

FINANCING STATEMENT Form UCC-1

Identifying File No. 265489

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 6-28-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PAUL & MARILYN JACOB
Address 411 Kent Road, Glen Burnie, MD 21061

2. SECURED PARTY 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) JULY 10, 1994

4. This financing statement covers the following types (or items) of property: (list)

NEW EVERETT 5102 & BENCH
PIANO S/N 291677

NOT SUBJECT TO RECORDATION TAX

SECURED PARTY:
RAMSEY MUSIC
161 WEST ST.
ANNAPOLIS, MD. 21401

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

Signature of Debtor (Paul Jacob)



PAUL S JACOB
Type or Print Above Name on Above Line

Marilyn J. Jacob
(Signature of Debtor)

MARILYN J. JACOB
Type or Print Above Signature on Above Line

1987 JUN 9 AM 11:22
Signature of Secured Party

H. ERLE SCHAFER
Type or Print Above Signature on Above Line

12

COPY FOR FILING

FINANCING STATEMENT

- Not Subject to Recordation Tax PURCHASE MONEY  To Be Recorded in Land Records (For Fixtures Only).
  - Subject to Recordation Tax; Principal
- Amount is \$ \_\_\_\_\_

NAME	ADDRESS
1. Debtors(s) (or assignor(s) )	No. Street City State
Jane A. Pumphrey	1083 Cedar Ridge Ct. Annapolis Maryland 21401
Janelle R. Antonelli	238 Wilson Rd. Crownsville Maryland 21032

2. Secured Party (or assignee)  
 SOVRAN BANK / MARYLAND 12125 Viers Mill Rd. Silver Spring Maryland 20906

3. This Financing Statement covers the following types (or items) of property:

1986 FINN Mulch Spreader Model B50S Serial #BN1255

RECORD FEE 12.00  
 POSTAGE .50  
 SALES CITY 101 109-18  
 JAN 05 1987

1987 JAN -5 AM 11:22  
 H. ERLE SCHAFER  
 CLERK



CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below:
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: \_\_\_\_\_

- 5.  (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
  - (If products of collateral are claimed) Products of the collateral are also covered.
6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party:	Debtor(s) or Assignor(s)
SOVRAN BANK / MARYLAND	<i>Jane Pumphrey</i>
By: <i>Rose Ann Reed</i>	<i>Janelle Antonelli</i>
Type Name <u>Rose Ann Reed</u>	
Title <u>Retail Banking Officer</u>	Jane A. Pumphrey
	Janelle R. Antonelli
	Type or Print Name and Title of Each Signature

1250

Mailed to Secured Party

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

3  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

MILDRED SHRIVER  
PARKWAY VILLAGE 72 S. BRUCE ST  
LAUREL MD 20708

GREEN TREE ACCEPTANCE INC.  
2200 OPITZ BLVD ; #245  
WOODBRIDGE, VA 22191

RECORD FEE 11.00  
POSTAGE .50  
JAN 05 1987 10:20 AM '87

5 This Financing Statement covers the following types (or items) of property

1984 FLEETWOOD SANDPONTNE  
70 X 14 SERIAL # VAFL1AE231909704  
"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)

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)

MILDRED SHRIVER

*Mildred Shriver*

GREEN TREE ACCEPTANCE INC.

By \_\_\_\_\_ Signature(s) of Debtor(s)

By *Donna C. Swine* Signature(s) of Secured Party(ies)

(3/83) *11.5* Filing Officer Copy—Numerical

(Required only if Item 10 is checked)

STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

Mailed to Secured Party



1987 JAN -5 AM 11:22  
H. ERLE SCHAFER  
CLERK

866286  
467522

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256710

RECORDED IN LIBER 485 FOLIO 289 ON 5/10/85 (DATE)  
Anne Arundel Cty - MD

1. DEBTOR

Name J.B.'s Automotive Paint & Supplies, Inc.  
Address 512 Crain Hwy, Whse #2, Glen Burnie MD 21061

2. SECURED PARTY

Name Ingersoll-Rand Financial  
Address 2950 Merced St., Ste 227, San Leandro Ca 94577  
See address below  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input 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><b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>All Property as contained in the Original Financing Statement" Assignee: General ElectRICT Credit Corporation 2121 Town Center Place Anaheim CA 92806</p>	

RECORDED  
ANNE ARUNDEL COUNTY

1987 JAN -5 AM 11:22

H. ERLE SCHAFFER  
CLERK

BS

2000

Mailed to Secured Party

Ingersoll-Rand Financial

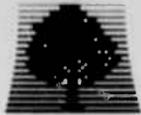
Dated \_\_\_\_\_

Janice E. King  
(Signature of Secured Party)

Janice E. King

Type or Print Above Name on Above Line





MARYLAND NATIONAL BANK

We want you to grow.™

MEMBER FDIC

BOOK 506 PAGE 556

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)

Sheltered Workshop of Anne Arundel County, Inc. 113 N. Langley Road  
Glen Burnie, Maryland 21061

6. Secured Party Address

Maryland National Bank 7310 Ritchie Highway  
Attention: F. Hughes Glen Burnie, Maryland 21061

RECORD FEE 11.00  
POSTAGE .50  
JAN 12 11:11 AM 1987

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.

Sheltered Workshop of Anne Arundel County, Inc.

Robert W. Kingsbury (Seal)  
Robert W. Kingsbury, Executive Director

Secured Party  
Maryland National Bank

M. Faye Hughes, Sr. (Seal)

M. Faye Hughes, Sr. Br. Officer

Type name and title

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 7/83

11/80

RECEIVED FOR RECORD  
COURT, ANNE ARUNDEL COUNTY

1987 JAN -5 AM 11:22

H. ERLE SCHAFFER  
CLERK

Mailed to Secured Party  
CR  
CLERK

BOOK 506 PAGE 557

265493

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity Date (if any):

1. Debtor(s) (Last Name First) and address(es) Lessee Michael L. Baulsir DBA: Sir Speedy #7326 1908 Forest Drive Annapolis, MD 21401	2. Secured Party(s) and address(es) Lessor Canyon Capital, Inc. P. O. Box 3710 Laguna Hills, CA 92654	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property:  Printing Equipment Lease No <u>394</u> see attached schedule		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 Recorder

Michael L. Baulsir  
 By: [Signature]  
 Signature(s) of Debtor(s) Lessee

Canyon Capital, Inc.  
 By: [Signature]  
 Signature(s) of Secured Party(s) Lessor

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

RECORDED  
 INDEXED  
 1987 JAN 5 11:23  
 JAN 05 87

RECEIVED FOR RECORD  
 COURT CLERK  
 1987 JAN -5 AM 11:23  
 M. ERLE SCHAFFER  
 CLERK

Quantity	Description: Model No., Catalogue No., or other identification	Price of Equipment	Manufacturer Serial No.	Canyon Capital Ident. No.
1	Macintosh Plus			
1	Macintosh Hard Disk			
1	Laserwriter w/toner cartridge & cassette		N/A	
1	Laserwriter Plus Kit		N/A	
1	Laserwriter Legal Cassette		N/A	
E 1	Apple Talk Connector Kit		N/A	
Q 1	Apple Talk Connector Kit		N/A	
U 1	MacDraw		N/A	
I 1	MacPaint		N/A	
P 1	MacWrite		N/A	
M 1	Pagemaker		N/A	
E 1	Microsoft Word		2981	
N 1	Reconditioned Varsity Comp/Edit 5810 with Image Previewer 128K		N/A	
T 30	New Solar Investment Type Disks		N/A	
L 1	Telecommunication interface for IBM and Macintosh			

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Mailed to Secured Party

24

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. \_\_\_\_\_

Page No. 496, Page 347

Identification No. \_\_\_\_\_

Dated 4046, Page 405

1. Debtor(s) { PALMER DESIGNS, INC.,  
Name or Names—Print or Type  
1360 Ritchie Highway, Arnold, MD 21012  
Address—Street No., City - County State Zip Code

2. Secured Party { BALTIMORE FEDERAL FINANCIAL, F.S.A.  
Name or Names—Print or Type  
300 E. Lombard Street, Baltimore, MD 21202  
Address—Street No., City - County State Zip Code

W. E. CLERK

1987 JAN -6 AM 10:22

H. ERLE SCHAFER  
CLERK

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *
C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)

1987 JAN -6 AM 10:22  
H. ERLE SCHAFER  
CLERK

\* BEING KNOWN AND DESIGNATED as Lot No. 225, as shown on a Plat entitled, "Sheet 3, Stewarts Lnding, re-recording of Section 2, Plat 1 which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 90, Page 49.

RECORD FEE 12.00  
RECORD FEE 10.00  
POSTAGE 50  
#120-32 0055 102 110:15  
JAN 06 87

Dated: 12/26/86

BALTIMORE FEDERAL FINANCIAL, F.S.A.  
Name of Secured Party

BY: *[Signature]*  
Signature of Secured Party

ROBERT P. WARR  
Type or Print (Include Title if Company)  
SENIOR VICE PRESIDENT

Lucas Bros. Form T-1

SVITAX  
86-178  
*[Signature]*

MEZGER, MULY AND YATEMAN  
ATTORNEYS AND COUNSELLORS AT LAW  
ARUNDEL FEDERAL BUILDING - SUITE 200  
655 CRAIN HIGHWAY, S.E.  
GLEN BURNIE, MARYLAND 21081

Mail to \_\_\_\_\_

Recorded in Land  
Archives in Chert  
10.00  
10.00  
2.50  
5.00  
22.50

265494

BOOK 506 PAGE 560

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) Richard D. Graybill The Patio Bldg. 4675 Leonardwood Ave. Fort Goerge Meade, Maryland	2. Secured Party(ies) and address(es) FIRST FIDELITY BANK 5515 Security Lane Rockville, Maryland 20852	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 12.00 RECORD TAX 20.00 MISTAKE .50 ANNE ARUNDEL COUNTY 109:57 JAN 05 87
--	---	--

4. This financing statement covers the following types (or items) of property:

All Furniture, Fixtures Equipment and Inventory now owned or acquired from time to time in the future

Subject to recordation tax in Anne Arundel County on \$35,000.00

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so) Filed with:

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

X *[Signature]* First Fidelity Bank  
By: Richard D. Graybill Signature(s) of Debtor(s)  
By: *[Signature]* V.P. Signature(s) of Secured Party(ies)  
(1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1 Anderson (For Use In Most States)

Mailed to Secured Party

Mailed to Secured Party

RECEIVED FOR RECORD  
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1987 JAN -5 AM 11:23

H. ERLE SCHAFER  
CLERK



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  
UCC Div., Box 1197, Richmond, Va. 23209

LOCAL (CLERK OF Anne Arundel County)

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 13.00  
FILE TIME 10  
1987 JAN 5 101 109:58  
JAN 05 87

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.  
No other name will be indexed.

Mr. and Mrs. Stanley A. Ecton  
t/a Ecton Leasing  
7936 Tralee Court  
Laurel, MD 20707

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT  
The debtor(s) hereby grant(s) to the secured party a security interest in the collateral described herein to secure all debts owed by debtor(s) to the secured party except as limited by separate written agreement.
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Sovran Bank, N.A.  
10440 Main Street  
Fairfax, VA 22030

Name & address of Assignee

1987 JAN -5 AM 11:23  
H. ERLE SCHAFER  
CLERK

~~Mailed to Secured Party~~  
Date of maturity if less than five years

- Proceeds of collateral are covered
- Products of collateral are covered

Description of collateral covered by original financing statement

Purchase money security interest in: 3 Advantage A.T. P.C.'s (personal computers); 2 Bernoulli Boxes; 15 Bernoulli Cartridges; 2 Dot Matrix Printers; 2 Printer Switches and Cables; 1 Computer Table; 2 Twenty Megabyte Hard Disk Drive; 1 Modem; 1 Printer Stand; 1 Copy Sumna Word Software; 1 Copy Deltek's Government Contractors Accounting and Management System Software.

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Signature of Debtor if applicable (Date)

BY: Stef A. Ecton 10/15/86

Signature of Secured Party if applicable (Date)  
Sovran Bank, N.A.

BY: Ron Landy 10/16/86

265496

BOOK 506 PAGE 582

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)

J & A Builders, Inc.  
4145 Conte Road  
Lothian, Md. 20711

2. Secured Party(ies) and address(es)

Security National Bank  
1130 Connecticut Avenue, N.W.  
Washington, D.C. 20036  
ATTN: Installment Loan Dept.

3. Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00  
ANNAPOLIS CITY MD 21401  
JAN 05 87

4. This financing statement covers the following types (or items) of property:

CATERPILLAR FRONT END LOADER, SERIAL NUMBER 202725

5. Assignee(s) of Secured Party and Address(es)

NOT SUBJECT TO RECORDATION TAXES

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Anne Arundel County

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

J & A Builders, Inc.

Security National Bank

By: Anthony Conte, Secy - Treas  
Signature(s) of Debtor(s)

By: Paul W. Kelly  
Signature(s) of Secured Party(ies)

(1) FILING CLERK COPY-ALPHABETICAL STANDARD FORM - FORM UCC-1. (For Use in Most States)

Mailed to Secured Party



RECEIVED FOR RECORD  
ANNAPOLIS CITY, M.D. COUNTY

1987 JAN -5 AM 11:24

H. ERLE SCHAFER  
CLERK

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 251438  
RECORDED IN LIBER Book 472 Page 44 FOLIO ON 3/28/84 (DATE)

1. DEBTOR

Name Norman Lee Wishard  
Address 1225 Birchcrest Street, Arnold, Maryland 21012

2. SECURED PARTY

Name Snap-On Tools Corporation  
Address 7267 Park Circle  
Hanover, Maryland 21076

RECORD FEE 10.00  
POSTAGE .50  
TOTAL FEE 10.50  
JAN 05 87

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>

RECEIVED FOR RECORD SECURITY

1987 JAN -5 AM 11:24  
H.ERLE SCHAFFER  
CLERK

(Handwritten initials)

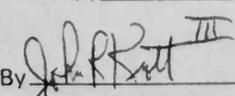
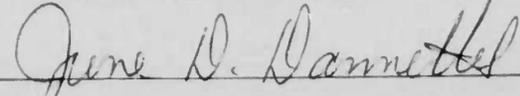
Mailed to Secured Party

Dated November 11, 1986

1090

F. X. Steffens  
(Signature of Secured Party)

F. X. Steffens  
Type or Print Above Name on Above Line

 <b>Maryland Financing Statement</b> All information must be typewritten or printed in ink.		File No.
(Not to Be) <del>To Be</del> Recorded in the Land Records.* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es) Knott, John Roland III 206 Grove Park Road Baltimore, Anne Arundel, MD 21225		Secured Party Name and Address The CIT Group/Equipment Financing, Inc. 1301 York Road Lutherville, MD 21093
<del>XXXXXXXXXXXXXXXXXXXX</del> <del>CIT Corporation</del>		The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. One (1) 1987 Diamond Reo C11664DF Truck S/N 1D9MC6184H1009030 One (1) New 14' R & S Aluminum Body S/N 86111342 One (1) 1985 Diamond Reo C11664DF Truck S/N 1D9MC6184F1009641 One (1) Used Benson 14' Aluminum Body S/N 85-324		
<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>John Roland Knott, III</u>		Secured Party <u>The CIT Group/ Equipment Financing, Inc.</u>
By  (Seal) Title <u>Owner</u>		By 
<small>For corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small> <u>John R. Knott, III</u>		<u>June D. Dannelley</u>
Type or print name(s) of person(s) signing		Type or print name of person signing

RECORD FEE 11.00  
 STAMP 1.00  
 1987 JAN 17 11:17  
 265497

1987 JAN -5 AM 11:24  
 H. ERLE SCHAFFER  
 CLERK

11/50

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 11-25-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Fit For U, Inc. t/a Fitness Concepts
Address 564 H GOV. RITCHIE HWY, SEVERNA PARK MD 21146

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation
Address 1900 Sulphur Spring Road P. O. Box 7360
Baltimore Maryland 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossession; all accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; all equipment, furniture and fixtures, wherever located, now owned or hereafter acquired or now or hereafter in the possession, custody or control of the Debtor and all replacements, substitutions and accessions thereto and thereof; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

NOT SUBJECT TO RECORDATION TAX

XXX (Proceeds of collateral are also covered)
[] (Products of collateral are also covered)

Signature of Debtor: John Wanner, Pres.
Type or Print Above Name on Above Line: JOHN WANNER, President
Type or Print Above Signature on Above Line

Mailed to Secured Party

Signature of Secured Party: D.R. Williams, Credit & Collections Mgr.
Type or Print Above Signature on Above Line

CR
1987 JAN -5 AM 11:24
H. ERLE SCHAFER
CLERK

1250

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Richard L. Messick

Address 1635 Generals Highway - Annapolis, Md. 21401

2. SECURED PARTY

Name Suit & Wells Equipment Co., Inc.

Address 6300 Crain Highway - Upper Marlboro, Md. 20772

J.I. Case Co. or J.I. Case Credit Corp. (as their interest may arise)  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 - 1986 Case Model 580SE  
Tractor Ldr/Hoe  
serial # 17039605

Name and address of Assignee  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

JAN 05 87

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Assignee(s) of Secured Party and Address(es)  
J. I. CASE CREDIT CORP.  
5790 Widewaters Parkway  
Syracuse, N.Y. 13214

*Richard L. Messick*  
(Signature of Debtor)

Richard L. Messick  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

*Jay R. Williams*  
(Signature of Secured Party)

Suit & Wells Equipment Co., Inc.  
Type or Print Above Signature on Above Line

Mailed to Secured Party

1987 JAN -5 AM 11:24  
H. ERLE SCHAFER  
CLERK

11/4

265500

FINANCING STATEMENT

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis 4 A Rentals

Address 1919 Lincoln Drive Annapolis, Maryland 21401

2. SECURED PARTY

Name Vermeer Sales & Service, Inc

Address P O Box 189 Annapolis Junction, Md 20701

3. ASSIGNEE

Name \_\_\_\_\_

Address \_\_\_\_\_ (Address to whom statement is to be returned)

4. Maturity date of obligation (if any) \_\_\_\_\_

5. This financing statement covers the following types (or items) of property: (list)

Vermeer 1600 Brush Chipper Serial #1441

RECORD FEE 11.00  
#11983 0666 R02 T14136  
JAN 05 87

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are to be grown on: (described real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Annapolis 4A Rentals  
Kenneth R. Warner  
(Signature of Debtor)

Annapolis 4A Rentals  
KENNETH R. WARNER  
Type or Print Above Signature on Above Line

Patricia K. Vos  
(Signature of Secured Party)

PATRICIA K. VOS  
Type or Print Above Name on Above Line

RECORDED  
1987 JAN -5 PM 2:39  
H. ERLE SCHAFER  
CLERK

CR  
CLERK

Mailed to Secured Party

11.00

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 207-126 Rev. 2-84

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. 251936 recorded in  
Liber 473, Folio 163 on May 4, 1984 at A.A. County  
Date Location

1. DEBTOR(S):

Name(s) Wentz Garden Center, Inc.

Address(es) 91 Ritchie Hwy. - Pasadena, Md. 21122

2. SECURED PARTY:

Name Maryland National Bank

Address Mountain Rd. & Ritchie Hwy. - Glen Burnie, Md. 21061

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

- 3.  CONTINUATION. The original Financing Statement referred to above is still effective.
- 4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES.

SECURED PARTY

By Elaine J. Stevens  
Elaine J. Stevens, Branch Officer  
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)  
Type name of each signature and if Company,  
type name of Company and Name and Title of  
Authorized Signer.

Mailed to Secured Party

10.00  
30  
M 7:14:41  
JAN 05 87

B2

1987 JAN -5 PM 3:00  
H. ERLE SCHAFER  
CLERK

10/20

FINANCING STATEMENT

BOOK 506 PAGE 569

Not Subject to recordation tax

1) Debtors: Name: Wentz Garden Center Inc.  
Address: 91 Ritchie Highway  
Pasadena, Maryland 21122

265501

2) Secured Party: Marshall H. & Alma C. Wentz Robert W. Wentz  
Address: 8203 White Manor Dr. 1264 Van Camp Ct.  
Lutherville, Maryland 21093 Annapolis, Maryland 21401

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:

- 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 (1) all cash and non-cash proceeds thereof, and (2) all returned, rejected and 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) All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (1) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (2) all replacements thereof and substitutions therefor, and (3) all cash and non-cash proceeds and products thereof.

RECORD FEE 11.00  
POSTAGE .50  
TOTAL CHARGE 11.50  
JAN 05 87

RECORD COUNTY  
1987 JAN -5 PM 3:00  
H. ERLE SCHAFER  
CLERK  
CR  
CLERK

DEBTORS: WENTZ GARDEN CENTER INC.

SECURED PARTY:

Robert W. Wentz  
Robert W. Wentz, President

Marshall H. Wentz  
Marshall H. Wentz

David C. Tatlow  
David C. Tatlow, Secretary

Alma C. Wentz  
Alma C. Wentz

Robert W. Wentz  
Robert W. Wentz

Mailed to Secured Party

11.0

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 \$476,000.00 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): Devwin Ventures Address(es): P.O. Box 351  
Crownsville, Maryland 21032

RECORD FEE 17.00  
FOOTAGE .50  
644328 2345 101 115427  
JAN 05 87

6. Secured Party: MARYLAND NATIONAL BANK Address: Real Estate and Mortgage Division  
10 Light Street  
Attention: Patricia A. Hicks Fifth Floor  
Baltimore, Maryland 21202

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated December 31, 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): Devwin Ventures Secured Party: MARYLAND NATIONAL BANK  
 BY: Patrick J. Devlin (Seal) Patrick J. Devlin, General Partner  
 BY: Dolores A. Devlin (Seal) Dolores A. Devlin, General Partner  
 BY: Winchester Investments, General Partner Patricia A. Hicks  
Bertram S. Winchester, Jr. (Seal) Assistant Vice President  
 BY: Bertram S. Winchester, III (Seal) General Partner  
 BY: Bertram S. Winchester, III (Seal) General Partner  
 Mr Clerk Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

853-8 ED 1/85

RECEIVED FOR RECORD  
COURT CLERK, ANNE ARUNDEL COUNTY

1987 JAN -5 PM 3:26

H. ERLE SCHAFFER  
CLERK

CR  
CLERK

BEGINNING for the same at a concrete monument there found on the Northernmost side of Madison Street (50 feet wide) at the end of the North 56 degree 15 minute 10 second West 167.20 foot line of the conveyance by Harry E. Feldmeyer, et al., to Anne Arundel Apartments, Incorporated, by deed dated November 2, 1949, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. 545, folio 87, and shown on a plat recorded with said deed; said beginning also being the beginning of the conveyance by Harry E. Feldmeyer, (Widower) to Annapolis Gardens, Incorporated, by deed dated May 4, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 622, folio 20; and shown on a plat recorded with said deed; thence leaving said beginning point and Madison Street and running with the outlines of said conveyance to Anne Arundel Apartments--with meridian referred to the Annapolis Metropolitan Sanitary Commission Grid and with the last two lines described in said conveyance to Annapolis Gardens and with a chain link fence--North 14 degrees 53 minutes 10 seconds East 268.61 feet to a concrete monument there found; thence running South 75 degrees 04 minutes 17 seconds East 284.98 feet to an iron pipe found on the Westernmost side of Brashears Street; thence leaving said conveyance to Annapolis Gardens and running through said conveyance to Anne Arundel Apartments, with the Westernmost side of Brashears Street (40 feet wide) South 14 degrees 53 minutes 12 seconds West 299.82 feet to an iron pipe now set at the fillet at the intersection of Brashears Street with Madison Street shown on the plat of Eastport Manor filed among the Plat Records of Anne Arundel County in Plat Book 18, folio 41; thence leaving said Brashears Street and running with the outlines of said conveyance to Anne Arundel Apartments, Inc., and also with the Northernmost lines of the conveyance by Eastport Development Company, Inc., to Eastport Manor, Incorporated, by deed dated May 29, 1944, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. 310, folio 8, and shown on said Plat of Eastport Manor, with a curve to the right having a radius of 25.0 feet on an arc of 43.90 feet; said arc having a chord of South 65 degrees 11 minutes 41 seconds West 38.47 feet to an iron pipe there found on the Northeasternmost side of Madison Street (50 feet wide); thence running with said side of Madison Street with a curve to the right having a radius of 639.90 feet on an arc of 94.46 feet; said arc having a chord of North 60 degrees 15 minutes 49 seconds West 94.38 feet to an iron pipe there set; thence running with a curve to the left having a radius of 580.30 feet on an arc of 167.78 feet; said arc having a chord of North 64 degrees 08 minutes 59 seconds West 167.20 feet to the place of beginning. Containing 1.9308 Acres, more or less. According to a survey and plat made by Edward Hall, III & Associates, P.A., Professional Land Surveyors, in September 1974.

Mailed to Satisfied Party

265502

BOOK 506 PAGE 572

343

Please return to:  
Lawyers Title Insurance Corporation  
North Washington Center Suite 403  
110 North Washington Street  
Rockville, Maryland 20850  
(301) 294-1999  
Case Number: \_\_\_\_\_

M-14 THE TC - LAUREL COMPANY

1987 JAN -5 PM 3:25  
H. ERILE SCHIAFER  
CLERK

CH  
CLERK

RECORD FEE 15.00  
POSTAGE 5.00  
TOTAL 20.00  
JAN 15 1987

Not to be recorded  
in Land Records

Not  
Subject to recordation  
tax:  
Principal Amount is  
\$91,446,000.00, of which  
\$80,000,000.00 is not yet disbursed.

The appropriate amount of recordation tax has been paid and evidence is affixed to a multifamily deed of trust recorded among the Land Records of Anne Arundel County, Maryland in Liber 3717 folio 574 and amended and restated first 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:   |
| THE TC - LAUREL COMPANY,<br>a Maryland General Partnership | c/o The Town and Country<br>Management Corporation<br>1700 Equitable Bank Center<br>100 South Charles Street<br>Baltimore, Maryland, 21201 |
| 2. Secured Parties:  | Address of all Secured<br>Parties:   |
| General Electric Credit<br>Corporation                     | c/o General Electric<br>Credit Corporation<br>81 Main Street - Suite 207<br>White Plains, New York 10601                                   |
| Charles T. Albert,<br>Substitute Trustee and Trustee       |  |
| Edward J. Levin,<br>Substitute Trustee and Trustee         |  |

88

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 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 multifamily deed of trust recorded among the Land Records of Anne Arundel County, Maryland in Liber 3717 folio 574 as amended by an amended and restated first deed of trust given by Debtor to Charles T. Albert and Edward J. Levin, Substitute Trustees, and an indemnity subordinate deed of trust from Debtor to Charles T. Albert and Edward J. Levin, Trustees, recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing certain indebtedness owed by Debtor to General Electric Credit Corporation.

5. Proceeds of collateral are also covered.

6. A description of the land is attached as Schedule A.

Debtor:

THE TC - LAUREL COMPANY, a Maryland General Partnership

By THE BAL-PENN COMPANY,  
an Ohio limited partnership,  
General Partner

By ORIOLE REALTY COMPANY, L.P.,  
a Pennsylvania limited  
partnership, General Partner

By [Signature] (SEAL)  
Alfred Lerner,  
General Partner

By [Signature] (SEAL)  
Harvey Schulweis,  
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.~~

Please return to:  
Lawyers Title Insurance Corporation  
North Washington Center Suite 403  
110 North Washington Street  
Rockville, Maryland 20850  
(301) 294-1999  
Case Number: \_\_\_\_\_

M-14 The T C - Laurel/Company

SCHEDULE A

Beginning for the same at a point numbered one, on the record plat entitled "Fountain Green Apartments" as recorded among the plat records of Anne Arundel County, Maryland in Plat Book 34, Folio 24, said point also being located in the southerly right of way line of Maryland Route 198, thence along said right of way line, referring the courses of this description to the Maryland State Grid Meridian;

- (1) along a curve to the right 449.97 feet, said curve having a radius of 5699.58 feet and being subtended by a chord of South 87 degrees 24 minutes 36 seconds East 449.87 feet, thence leaving said right of way line.
- (2) South 06 degrees 00 minutes 10 seconds East 342.06 feet thence,
- (3) North 84 degrees 04 minutes 50 seconds East 518.53 feet thence,
- (4) South 53 degrees 09 minutes 40 seconds East 184.26 feet thence,
- (5) South 36 degrees 50 minutes 20 seconds West 160.00 feet thence,
- (6) South 53 degrees 09 minutes 40 seconds East 380.00 feet thence.
- (7) North 36 degrees 50 minutes 20 seconds East 160.00 feet thence,
- (8) South 53 degrees 09 minutes 40 seconds East 160.00 feet thence,
- (9) South 36 degrees 50 minutes 20 seconds West 436.92 feet thence,
- (10) North 53 degrees 09 minutes 40 seconds West 120.00 feet thence,
- (11) North 36 degrees 50 minutes 20 seconds East 16.92 feet thence,
- (12) North 53 degrees 00 minutes 40 seconds West 158.84 feet thence,
- (13) South 36 degrees 50 minutes 20 seconds West 24.69 feet thence,
- (14) North 53 degrees 09 minutes 40 seconds West 146.38 feet thence,
- (15) North 59 degrees 08 minutes 13 seconds West 158.13 feet thence,
- (16) North 70 degrees 49 minutes 12 seconds West 133.53 feet thence,
- (17) North 76 degrees 58 minutes 02 seconds West 119.24 feet thence,
- (18) North 87 degrees 40 minutes 40 seconds West 321.32 feet thence,

M-14 The T C - Laurel/Company

- (19) South 88 degrees 41 minutes 34 seconds West 261.30 feet thence,
- (20) North 03 degrees 24 minutes 13 seconds West 115.00 feet thence,
- (21) North 86 degrees 35 minutes 47 seconds East 5.00 feet thence,
- (22) North 03 degrees 24 minutes 15 seconds West 134.42 feet thence,
- (23) North 42 degrees 03 minutes 34 seconds East 55.38 feet thence.
- (24) North 05 degrees 54 minutes 14 seconds West 394.99 feet thence to a point of beginning.

Containing 16.129 acres of land more or less.

Being all that land as shown on the record plat entitled "Fountain Green Apartments" as recorded among the plat records of Anne Arundel County, Maryland in Plat Book 34, Folio 24.

SAVING AND EXCEPTING therefrom, however, a 50 foot right of way for Fountain Green South as conveyed in fee simple to Anne Arundel County, Maryland by Deed recorded in Liber 2588, Folio 76, and being more particularly described as follows:

A 50 feet wide strip or parcel of land being an existing right of way for Fountain Green South as shown on Plat Book 34, Page 24 and on plat of survey by John E. Harms, Jr. & Associates dated May 30, 1979, extending from the 3rd line of the property described herein and terminating at the 18th line thereof; the center line of said 50 foot right of way being on the arc of a curve having a radius of 637.00 feet the distance of 327.00 feet with a chord bearing North 18° 43' 29" East 323.37 feet, said center line continuing along the arc of a curve having a radius of 604.00 feet for a distance of 30.48 feet.

Mailed to Secured Party

3063

BOOK 506 PAGE 577

265088

M-4 THE TC - HOLLOWS COMPANY

1987 JAN - 5 PM 3:25  
H. ERLE SCHAFER  
CLERK



Not to be recorded  
in Land Records

Not  
Subject to recordation  
tax:  
Principal Amount is  
\$89,807,000.00, of which  
\$80,000,000.00 is not yet disbursed.

The appropriate amount of recordation tax has been paid and evidence is affixed to a multifamily deed of trust recorded among the Land Records of Anne Arundel County, Maryland in Liber 3717, folio 609 and amended and restated first 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:  
THE TC - HOLLOWS COMPANY,  
a Maryland General Partnership

Address:  
c/o The Town and Country  
Management Corporation  
1700 Equitable Bank Center  
100 South Charles Street  
Baltimore, Maryland, 21201

RECORD FEE 25.00  
POSTAGE .50  
JAN 05 1987 03:45 PM 115:20  
JAN 05 87

2. Secured Parties:  
General Electric Credit  
Corporation  
Charles T. Albert,  
Substitute Trustee and Trustee  
Edward J. Levin,  
Substitute Trustee and Trustee

Address of all Secured  
Parties:  
c/o General Electric  
Credit Corporation  
81 Main Street - Suite 207  
White Plains, New York 10601

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 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 multifamily deed of trust recorded among the Land Records of Anne Arundel County, Maryland in Liber 3717, folio 609 as amended by an amended and restated first deed of trust given by Debtor to Charles T. Albert and Edward J. Levin, Substitute Trustees, and an indemnity subordinate deed of trust from Debtor to Charles T. Albert and Edward J. Levin, Trustees, recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing certain indebtedness owed by Debtor to General Electric Credit Corporation.

5. Proceeds of collateral are also covered.

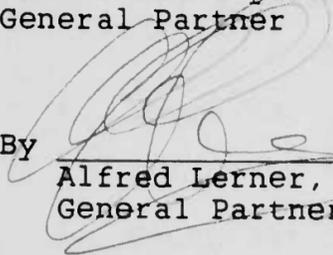
6. A description of the land is attached as Schedule A.

Debtor:

THE TC - HOLLOWS COMPANY, a Maryland General Partnership

By THE BAL-PENN COMPANY,  
an Ohio limited partnership,  
General Partner

By ORIOLE REALTY COMPANY, L.P.,  
a Pennsylvania limited  
partnership, General Partner

By  (SEAL)  
Alfred Lerner,  
General Partner

By  (SEAL)  
Harvey Schulweis,  
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.~~

Please return to:  
Lawyers Title Insurance Corporation  
North Washington Center Suite 403  
110 North Washington Street  
Rockville, Maryland 20850  
(301) 294-1999  
Case Number: \_\_\_\_\_

SCHEDULE A

Being a part of PARCEL "A" and all of PARCELS "B" and "C", TOWN AND COUNTRY - GAITHERSBURG as per plat thereof recorded among the Land Records of Montgomery County, Maryland in Plat Book 96 as Plat No. 10607 and being more particularly described as follows;

Beginning for the same at the intersection formed by the northwesterly side of Watkins Mill Road and the northeasterly side of Maryland Route 355 as shown on said plat, and running thence, with and along the northeasterly side of said Route 355

1. 482.69 feet along the arc of a curve to the left, having a radius of 878.83 feet and a chord of North 42° 26' 20" West, 476.64 feet to a point; thence leaving said road and binding on the northwesterly line of Parcels "A", "B", and "C" as shown on said plat
2. North 27° 25' 00" East, 967.01 feet to the southerly side of Travis Avenue; thence with and along the southerly side thereof
3. 215.55 feet along the arc of a curve to the right, having a radius of 720.00 feet and a chord of South 71° 09' 35" East, 214.74 feet to a point; thence
4. South 62° 35' 00" East, 100.00 feet to a point; thence leaving said Avenue and crossing said Parcel "A"
5. South 32° 51' 51" West, 130.15 feet to a point; thence
6. South 24° 53' 04" West, 91.49 feet to a point; thence
7. South 20° 30' 18" West, 69.08 feet to a point; thence
8. South 27° 25' 00" West, 360.45 feet to a point; thence
9. North 87° 25' 00" East, 162.14 feet to a point; thence
10. South 69° 15' 00" East, 68.12 feet to a point; thence
11. North 87° 25' 00" East, 51.70 feet to a point; thence

BOOK 506 PAGE 581

M-5 The T C - Montgomery/Company

12. South 01° 00' 00" West, 53.94 feet to a point; thence
13. South 05° 55' 00" West, 50.00 feet to a point; thence
14. 252.23 feet along the arc of a curve to the left, having a radius of 767.00 feet and a chord of South 03° 30' 15" East, 251.09 feet to a point on the northwesterly side of Watkins Mill Road; thence with and along the northwesterly side thereof
15. 284.09 feet along the arc of a curve to the left, having a radius of 790.00 feet and a chord of South 69° 13' 07" West, 282.56 feet to a point; thence
16. South 58° 55' 00" West, 116.52 feet to a point; thence
17. North 73° 38' 30" West, 40.58 feet to the point of beginning, containing 11.2339 acres of land, more or less.

Mail to

Laurie's Title Corp.

-2-

5616g:12/26/86  
5273-24

343

BOOK 506 PAGE 582

265178

M-9 THE TC - SOUTH COMPANY

Please return to:  
Lawyers Title Insurance Corporation  
North Washington Center Suite 403  
110 North Washington Street  
Rockville, Maryland 20850  
(301) 294-1999  
Case Number: \_\_\_\_\_



1987 JAN -5 PM 3:26  
H. ERLE SCHAFER  
CLERK

Not to be recorded  
in Land Records

Not  
Subject to recordation  
tax:  
Principal Amount is  
\$89,502,000.00, of which  
\$80,000,000.00 is not yet disbursed.

The appropriate amount of recordation tax has been paid and evidence is affixed to a multifamily deed of trust recorded among the Land Records of Anne Arundel County, Maryland in Liber 3717, folio 648 and amended and restated first 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

RECORD FEE 29.00  
JAN 05 87

1. Debtor:  
  
THE TC - SOUTH COMPANY,  
a Maryland General Partnership

Address:  
  
c/o The Town and Country  
Management Corporation  
1700 Equitable Bank Center  
100 South Charles Street  
Baltimore, Maryland, 21201

2. Secured Parties:  
  
General Electric Credit  
Corporation  
  
Charles T. Albert,  
Substitute Trustee and Trustee  
  
Edward J. Levin,  
Substitute Trustee and Trustee

Address of all Secured  
Parties:  
  
c/o General Electric  
Credit Corporation  
81 Main Street - Suite 207  
White Plains, New York 10601

29  
L

## 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 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 multifamily deed of trust recorded among the Land Records of Anne Arundel County, Maryland in Liber 3717, folio 648 as amended by an amended and restated first deed of trust given by Debtor to Charles T. Albert and Edward J. Levin, Substitute Trustees, and an indemnity subordinate deed of trust from Debtor to Charles T. Albert and Edward J. Levin, Trustees, recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing certain indebtedness owed by Debtor to General Electric Credit Corporation.

5. Proceeds of collateral are also covered.

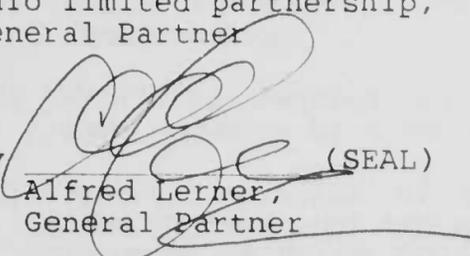
6. A description of the land is attached as Schedule A.

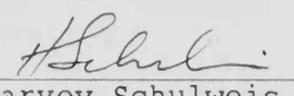
Debtor:

THE TC - SOUTH COMPANY, a Maryland General Partnership

By THE BAL-PENN COMPANY,  
an Ohio limited partnership,  
General Partner

By ORIOLE REALTY COMPANY, L.P.,  
a Pennsylvania limited  
partnership, General Partner

By  (SEAL)  
Alfred Lerner,  
General Partner

By  (SEAL)  
Harvey Schulweis,  
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.~~

Please return to:  
Lawyers Title Insurance Corporation  
North Washington Center Suite 403  
110 North Washington Street  
Rockville, Maryland 20850  
(301) 294-1999  
Case Number: \_\_\_\_\_

SCHEDULE A

Beginning for the same at a stone located at the end of the second or North 24 degrees 35 minutes East 70-1/4 perch line of a conveyance from James S. Robinson, et al., to Charles S. Robinson, by Deed of Partition dated January 25, 1883 and recorded among the Land Records of Anne Arundel County in Liber SH 21, folio 32, thence binding reversely on a part of said line and referring the courses of this description to the Maryland State Grid Meridian.

- 1) South 20 degrees 01 minutes 28 seconds West 645.14 feet to intersect the northerly right of way line of the extension of Maryland State Route No. 177 as shown on State Roads Commission of Maryland Plats Nos. 29602 and 25630, thence binding on said northerly right of way line the nine following courses
- 2) South 71 degrees 47 minutes 45 seconds East 90.14 feet, thence by a curve to the left
- 3) Having a radius of 1723.86 feet, a length of arc of 361.04 feet and being subtended by chord having a bearing of South 81 degrees 49 minutes 58 seconds East and a distance of 360.39 feet, thence
- 4) North 83 degrees 22 minutes 00 seconds East 58.69 feet, thence
- 5) North 85 degrees 35 minutes 48 seconds East 111.36 feet, thence by a curve to the left
- 6) Having a radius of 2688.92 feet, a length of arc of 190.77 feet and being subtended by a chord having a bearing of North 88 degrees 11 minutes 47 seconds East and a distance of 190.73 feet, thence
- 7) North 76 degrees 23 minutes 56 seconds East 354.14 feet, thence by a curve to the right
- 8) Having a radius of 2076.86 feet, a length of arc of 84.74 feet and being subtended by a chord having a bearing of North 79 degrees 46 minutes 18 seconds East and a distance of 84.73 feet, thence
- 9) North 87 degrees 10 minutes 41 seconds East 108.87 feet, thence by a curve to the right

M-9 The T C - South/Company

- 10) Having a radius of 2067.86 feet, a tenth of arc of 159.04 feet and being subtended by a chord having a bearing of North 86 degrees 08 minutes 38 seconds East and a distance of 150.00 feet, thence leaving the said northerly right of way line and running in a northerly direction
- 11) North 06 degrees 03 minutes 49 seconds East 199.96 feet to the end of the ninth or North 06 degrees 20 minutes East 50 foot line of a conveyance from Walter Funke to The Kasten Construction Company, Inc., by deed dated March 15, 1965 and recorded among the Land Records of Anne Arundel County in Liber 1843 folio 251, thence binding on the tenth through the fourteenth courses thereof the five following courses as now surveyed
- 12) South 84 degrees 38 minutes 59 seconds West 10.00 feet, thence
- 13) North 06 degrees 03 minutes 49 seconds East 169.94 feet, thence
- 14) South 84 degrees 38 minutes 59 seconds West 670.67 feet, thence
- 15) North 05 degrees 21 minutes 01 seconds West 125.00 feet to an iron pipe found thence
- 16) South 84 degrees 38 minutes 59 seconds West 517.79 feet to an iron bar found, said course also intersects the first or South 24 degrees 46 minutes 30 seconds East 1293.56 foot line of a parcel of land conveyed by the Harrison Land and Development Company to The Kasten Construction Company, Inc. by deed dated July 2, 1959 and recorded among the Land Records of Anne Arundel County in Liber 1318, Folio 252, thence binding reversely on a part of said line
- 17) North 33 degrees 05 minutes 49 seconds West 202.19 feet to the point of beginning.

Containing 13.1187 acres of land, more or less.

Being all that land as shown on the record plat entitled "Town & Country South" as recorded among the plat records of Anne Arundel County, Maryland in Plat Book 34, folio 20.

M-9 The T C - South/Company

SAVING AND EXCEPTING therefrom, however, so much of said property as was conveyed to Anne Arundel County, Maryland for the beds of Woodhill Drive (East) and Woodhill Drive (West) by Deed recorded in Liber 2273, Folio 592, and being more particularly described as follows:

WOODHILL DRIVE (East)

BEING a strip or parcel of land of irregular width extending from the northerly Right of Way line as shown on State Roads Commission of Maryland Plat No. 25639, and running northerly for a distance of 360 feet, more or less, and terminating at the northerly side of a cul-de-sac, all as shown on the plat of Town and Country South, recorded among the Land Records of Anne Arundel County in Plat Book 36, Page 20.

WOODHILL DRIVE (West)

BEING a strip or parcel of land of irregular width extending from the northerly Right of Way Line, as shown on State Roads Commission of Maryland Plat No. 23602, and running northerly for a distance of 420 feet, more or less, and terminating at the northerly side of a cul-de-sac, all as shown on the Plat of Town and Country South, recorded among the Land Records of Anne Arundel County, at Plat Book 34, Page 70.

Mail to

Lawyers Title

265503

TO BE  
 NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF

\$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s):

MICHAEL L. DANNENBERG  
Name or Names—Print or Type

134 MARKET ST. ANNAPOLIS A.P. MD. 21401  
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:

LEONA J. DANNENBERG  
Name or Names—Print or Type

10900 COASTAL HWY OCEAN CITY WORCESER MD. 21842  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

MACINTOSH PLUS COMPUTER #F6476APM2503  
PRINTER, IMAGE 2 #0466976A9M0310  
DISK MACINTOSH 800KB #Y6900ME MO 131

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:

Michael Dannenberg  
(Signature of Debtor)

MICHAEL L. DANNENBERG  
Type or Print

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print

\_\_\_\_\_  
(Company, if applicable)

Leona J. Dannenberg  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address LEONA J. DANNENBERG UNIT 1412 GOLDEN SANDS  
10900 COASTAL HWY OCEAN CITY MD. 21842

Lucas Bros. Form F-1

Mail to \_\_\_\_\_

H. ERLE SCHAFER  
CLERK

1987 JAN - 5 PM 3:33

RECORD FEE 11.00  
JAN 05 87

11-  
80

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER

ANNE ARUNDEL COUNTY CIRCUIT COURT  
~~STATE DEPARTMENT OF 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.

Filed: April 29, 1985 3:03PM  
Instrument Receipt No. 88430

Index numbers of subsequent statements (For office use only)

RECORD FEE 10.00  
POSTAGE .50  
1985 OCT 21 11:41:10  
JAN 05 87

Name & mailing address of all debtors, trade styles, etc.  
No other name will be indexed.

Check the box indicating the kind of statement.  
Check only one box.

(A) Robert C. Meehling  
t/a Athletic Attic  
Glen Burnie Mall  
Glen Burnie, Maryland

- ( ) ORIGINAL FINANCING STATEMENT
- ( ) CONTINUATION-ORIGINAL STILL EFFECTIVE
- ( ) AMENDMENT

(B) White Flint Sports, Inc.  
t/a Athletic Attic  
White Flint Mall  
Kensington, Maryland

- (XX) ASSIGNMENT
- ( ) PARTIAL RELEASE OF COLLATERAL
- ( ) TERMINATION

Name & address of Secured Party

The Business Bank  
8399 Leesburg Pike  
Vienna, Virginia 22180

Name & address of Assignee

U.S. Small Business Administration  
1111 18th Street, N.W. - 6th Floor  
Washington, D.C. 20417

Date of maturity if less than five years

Check if proceeds of collateral are covered ( )

(BL)

Description of collateral covered by original financing statement This financing statement covers the following types of personal property situated or located at the above-listed addresses of Debtor: (1) All furniture, fixtures, equipment, machinery, now owned or hereafter acquired; (2) All inventory, now owned and hereafter acquired; and (3) Accounts receivable now existent or hereafter created. Liber 468 Folio 521 and Liber 485 Page 8

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Mailed to Secured Party

Describe Real Estate if applicable:

THE BUSINESS BANK

Signature of Debtor if applicable (Date)

BY: *Karen L. Smith*  
Karen L. Smith, Vice President  
Signature of Secured Party if applicable (Date)

10-50

FINANCING STATEMENT FORM UCC-1

Anne Arundel Cnty/MD  
Identifying File No. 265505

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GARDINER & GARDINER, INC.  
Address 2111 Baldwin Ave., Anne Arundel Cnty., Crofton, MD. 21114

2. SECURED PARTY

Name INGERSOLL-RAND COMPANY  
Address 5681 Main St., Elkridge, MD. 21227

RECORDED FOR RECORD  
ANNE ARUNDEL COUNTY  
1987 JAN 5 PM 4:18  
M. ERLE SCHAFFER  
CLERK

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 - Ingersoll-Rand DA28 Roller, SN 5554 and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the debtor to dispose of the above described collateral.

Name and address of Assignee  
INGERSOLL-RAND FINANCIAL CORP.  
651 Park Avenue  
King of Prussia, PA. 19406

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

GARDINER & GARDINER, INC.  
*Francis E. Gardiner, Jr.*  
(Signature of Debtor) (Title)  
Francis E. Gardiner, Jr.,  
President  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

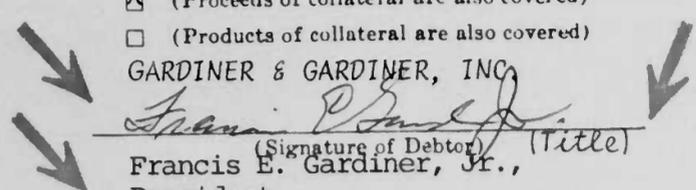
Mailed to Secured Party

INGERSOLL-RAND COMPANY

*Bradley W. Berger*  
(Signature of Secured Party)

Bradley W. Berger, Office Mgr.  
Type or Print Above Signature on Above Line

11/50



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 Spencer, Jr. Henson, B., T/A Henson Spencer, Jr. Excavating Company  
Address 7548 East Howard Road, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales  
Address 8540 Pulaski Highway, Baltimore, Md. 21237  
Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, Md. 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"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

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XXX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

Henson B. Spencer, Jr. T/A  
Henson Spencer, Jr. Excavating Company

Henson B. Spencer, Jr.  
(Signature of Debtor)

Henson B. Spencer JR .Owner

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Chesapeake Ford Truck Sales, Inc. T/A  
Chesapeake Truck Sales

H.C. Weidner V.P.  
(Signature of Secured Party)

H.C. Weidner V.P.

Type or Print Above Signature on Above Line

CR CLERK  
RECEIVED IN RECORDS  
JAN -5 PM 4:18  
MERLE SCHAFER  
CLERK

1450

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated December 1, 1986

between Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales as Seller/Lessor/Mortgagee  
~~Henson B. Spencer, Jr. T/A~~  
 and Henson Spencer, Jr. Excavating Company, 7548 East Howard Road, Glen Burnie, Md. 21061  
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$45,981.60 1st December 86

IN WITNESS WHEREOF, we have hereunto set our hand and seal this Chesapeake Ford Truck Sales, Inc. 19 86  
T/A Chesapeake Truck Sales (SEAL)

By H.C. McLaughlin V.P.  
(Name) (Title)

(If corporation, print or type exact corporate name, have authorized Officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one of more partners sign.)

Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales (Seller) 8540 Pulaski Highway, Baltimore, Md. 21237 FROM: Henson B. Spencer, Jr. T/A Henson Spencer, Jr. Excavating Company (Buyer) 7548 East Howard Road, Glen Burnie, Md. 21061

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks): One (1) 1986 Ford Model LN8000 Dump Truck S/N 1FDXR80U9GVA59885

(1) TIME SALES PRICE ..... \$ 51,981.60 (2) Less DOWN PAYMENT IN CASH ..... \$ 6,000.00 (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ - 0 - (4) CONTRACT PRICE (Time Balance) ..... \$ 45,981.60

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 7548 East Howard Road, 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 Forty five thousand nine hundred eighty one and 60/100\*\*\*\*\* Dollars (\$ 45,981.60 )

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 1st day of January, 19 87, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 957.95 and the final installment being in the amount of \$ 957.95

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; nor to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: December 1, 19 86 Accepted Chesapeake Truck Sales (SEAL) (Print Name of Seller Here)

Henson B. Spencer, Jr. T/A Henson Spencer, Jr. Excavating Company (SEAL) (Print Name of Buyer-Maker Here)

By: H.C. Weedner V.P. (Signature)

By: Henson Spencer Jr. (Signature) Co-Buyer-Maker: (SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By: \_\_\_\_\_

This instrument prepared by \_\_\_\_\_

BOOK PAGE 504

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) 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 plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer 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 and it 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 the 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)  
\_\_\_\_\_  
By: \_\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) } Signature of Seller

Mailed to Secured Party

506-595  
-596

Nos NOT USED

1-5-87

506-595  
-596

Nos NOT USED

1-5-87

BOOK 506 PAGE 597

Anne Arundel County, MD  
Arundel Center  
Northwest & Calvert Sts  
Annapolis, MD 21401



**BANK OF OKLAHOMA**

P.O. Box 24128  
OKC, OK 73124

Formerly: Fidelity Bank, NA

RECORD FEE 10.00  
44357 DTT NO. 116413  
JAN 05 87

1. Debtor(s) (Last Name First) and address(es)

2. Secured Party and Address

This statement refers to original Financing Statement No. 241015 Filed 1-4-82, 19

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 above. Secured Party's rights under the financing statement bearing the file number shown above in the following property.

For Filing Officer (Date, Time, Number, and Filing Office)

D. Amendment

The financing statement is amended as set forth below:

1987 JAN - 5 PM 4:18  
RECEIVED FOR RECORD  
CLERK  
H. ERLE SCHAFER  
BR

Bank of Oklahoma, OKC, Formerly Fidelity Bank NA

Debtor's signature on this form required only when filing amendment  
Dated: \_\_\_\_\_, 19

By: Donna E. Haines  
Signature of Original Secured party

Donna Haines, Asst. V.P.

This STATEMENT is presented to The County Clerk of \_\_\_\_\_ County, State of Oklahoma, for filing pursuant to the Uniform Commercial Code.

(1) Filing Officer Copy - Alphabetical  
STANDARD FORM - UNIFORM COMMERCIAL CODE 10 (Form UCC-3 Approved by State Examiner & Inspector)

Mailed to Secured Party

265509

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

4 For Filing Officer Date, Time, No. Filing Office

1. Debtor(s) (Last Name First) and Address(es)  
Houghton, Peter J.  
1112 Rutland Drive  
Davisonville, Md.  
21035

2. Secured Party(ies) Name(s) and Address(es)  
The First National Bank of Everett  
Everett, Penna. 15537

5. This Financing Statement covers the following types (or items) of property  
Dem. Kubota Backhoe Serial # 1368  
Dem. # Loader # 4250

6. Assignee(s) of Secured Party and Address(es)  
08/08/86

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:  Products of the Collateral are also covered.  This statement is to be indexed in the Real Estate Records

9. Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)

By Peter J. Houghton Signature(s) of Debtor(s)  
 By Ronald H. [Signature] 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

1987 JAN -5 PM 4:18  
 H. ERLE SCHAFER  
 CLERK



Mailed to Secured Party



Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records of \_\_\_\_\_

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel

NAME	Street	City	State
1. Debtor(s)			
<b>Synergics, Inc.</b>	<b>410 Severn Ave,</b>	<b>Suite 310</b>	<b>Annapolis, Md. 21403</b>

2. Secured Party: SOVRAN BANK/MARYLAND  
 6610 Rockledge Drive, Bethesda, MD 20817  
 Attn: Loan Administration

RECORDED  
 11.00  
 1.50  
 11.15  
 11.15  
 11.15

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check  one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: \_\_\_\_\_

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SOVRAN BANK/MARYLAND

By: Jeffrey D. Dunaway  
 Type Name **Jeffrey D. Dunaway**  
 Title **Commercial Banking Officer**

Debtor(s) or Assignor(s)  
**Synergics, Inc.**  
 BY: Wayne L. Rogers, President

Type or Print Name and Title of Each Signature

11/50

RECEIVED FOR RECORD  
 1987 JAN -5 PM 4:18  
 W. E. LE SCHAFER  
 CLERK

Mailed to Secured Party

CR  
 CLERK

265511

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) Polco, Inc., T/A TCBY  ANNAPOLIS MALL ANNAPOLIS, MD 21401	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203  Attn: <u>KIMBERLY A. GOETZE</u>  Return to Secured Party
---	--

3. This Financing Statement covers the following types (or items) of property:  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of \_\_\_\_\_ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

\*\* 5. This transaction (is) ~~is not~~ exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$ 220,000.00

DEBTOR:

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

THOMAS A. MALLAN, PRESIDENT

By: Mary M. Antonietti

By: Thomas A. Mallan

By: Mary M. Antonietti

By: \_\_\_\_\_

NOVEMBER 5, 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.

\*\* THIS SECURITY INTEREST SECURES A GUARANTEED LIABILITY.

CR  
CLERK

12  
50

RECEIVED FOR RECORDS  
CLERK'S OFFICE, BALTIMORE COUNTY

1987 JAN -5 PM 4:18

H. ERLE SCHAFER  
CLERK

Mailed to Secured Party

**END  
LIBER**