

**LIBER**

**5 1 0**

- 0-2



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. 254587

RECORDED IN LIBER 479 FOLIO 420 ON 11/23/84 (DATE)

RECORD FEE 10.00  
POSTAGE  
002101 0346 NOV 19 1984

1. DEBTOR

Name Sarro/Siegel Leasing Partnership  
Address The Steffey Building, 407 Crain Highway, Glen Burnie, MD 21061

J.F. CLERK

2. SECURED PARTY

Name Newworld Bank for Savings  
Address 55 Summer Street  
Boston, MA 02110

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

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

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

Howard Siegel  
(Signature of Debtor)  
Type or Print Above Name on Above Line

Sarah Woolverton AUP  
(Signature of Secured Party)  
Sarah Woolverton  
Type or Print Above Name on Above Line

Dated 02 Feb 87

1987 FEB 11 A 10 47

Handwritten marks

200701

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

No. of Additional Sheets Presented

3  The Debt

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

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

4 For Filing Office

JANET L. STOUP

751 OLD HERALD HARBOR RD  
CROWNSVILLE MD 21032

21032

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

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

1985 IMPERIAL SOVERIEGN  
60 X 28 SERIAL # 85701AB  
"AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND  
APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT  
LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S

Products of the Collateral are also covered by AGREEMENT AND/OR RETAIL

8 Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

6 Assignee(s) of Secured Party as:  
MOLLARD TEL 11.00  
POSTAGE .50

W02098 0345 001 110:13

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)

JANET L. STOUP

By

*Janet Louise Stoup*  
Signature(s) of Debtor(s)

By

*Isabel Manfredi*  
Signature(s) of Secured Party(ies)  
(Required only if Item 10 is checked)

(3/83)

(1) FILING OFFICER COPY—NUMERICAL

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

GREEN TREE ACCEPTANCE INC.



STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 510 PAGE 4

Identifying File No. 200706

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 February 24, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Certified Builders Supply Inc.

Address 717C Hammonds Ferry Rd. Lithicum, Maryland 21090

2. SECURED PARTY

Name Pittsburgh National Bank

Address 5810 Forbes Avenue Pittsburgh, Pa. 15217

RECORD FEE 11.00  
M02089 0345 R01 TR:59  
MAR 30 87

TB

Person And Address To Whom Statement Is To Be Returned 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, contract rights and chattel paper now existing or hereafter arising and all inventory now owned or hereafter acquired.

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)

*Howard Eisner*  
(Signature of Debtor)

President  
Certified Builders Supply Inc.  
Type or Print Above Name on Above Line

*Howard Eisner*  
(Signature of Debtor)

President  
Certified Builders Supply Inc.  
Type or Print Above Signature on Above Line

*[Signature]*  
(Signature of Secured Party)

Vice President  
Pittsburgh National Bank  
Type or Print Above Signature on Above Line

FINANCING STATEMENT

File No. 200707

(Filed with Clerk, Circuit Court for Anne Arundel County, Md.)

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

1. DEBTOR(S) (OR ASSIGNOR) and Address(es)  French/Bray, Inc. 6731 Baymeadow Drive Glen Burnie, Maryland 21061	2. a. SECURED PARTY (OR ASSIGNEE) and Address  Dulany-Vernay, Inc. 2250 Reisterstown Road Baltimore, Maryland 21217
	2. b. ASSIGNEE OF SECURED PARTY (if any) and Address  Bank of New England, N.A. 28 State Street Boston, Massachusetts 02109

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

Computer equipment including, without limitation, computer P/C's, disc drives, modems, Compugraphic CPU and peripheral equipment, and related software, leased by Secured Party to Debtor under Agreement dated on or about March 3, 1987. This financing statement is filed for informational purposes only to evidence a lease transaction.

RECORD FEE 11.00  
102070 C45 M1 T10400  
MAR 30 87  
TB

4. Proceeds and products of collateral are covered hereunder.

5. Number of additional sheets, if any, attached hereto: N/A

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

7. RETURN TO: Fisher & Winner (Leslie J. Polt, Esq.)  
315 N. Charles Street, Baltimore, Maryland 21201

DEBTOR:

French/Bray, Inc.  
(Type Name)

By: *Donald J. Bray* PRES.

Donald J. Bray, President  
(Type Name and Title of Person Signing)

March 3, 19 87  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.

11

TO BE } RECORDED IN  
 NOT TO BE } LAND RECORDS

SUBJECT TO } RECORDING TAX  
 NOT SUBJECT TO } ON PRINCIPAL  
 AMOUNT OF  
 \$ 98,100.00

FINANCING STATEMENT

COMMUNITY RADIOLOGY OF BALTIMORE, INC.

1. Debtor(s):

Name or Names—Print or Type  
18111 Prince Phillip Drive, Suite T20, Olney, MD 20832

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:

Aytekin Ulgen, M.D., P.A. and Aytekin Ulgen, M.D.

Name or Names—Print or Type  
6 Brookstone Court, Lutherville, Maryland

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

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). Equipment, furniture, fixtures, contract rights, accounts receivables, inventory, general intangibles, patient records, Leases and goodwill as described in a Security Agreement dated December 31, 1986 by and between debtor and secured party.

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): COMMUNITY RADIOLOGY OF BALTIMORE, INC.

*[Signature]*  
(Signature of Debtor)

Jack Korsower, President  
Type or Print

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

\_\_\_\_\_  
Type or Print

SECURED PARTY:

Aytekin Ulgen, M.D., P.A.  
(Company, if applicable)

*[Signature]*  
(Signature of Secured Party)

Aytekin Ulgen  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:  
Arvin E. Rosen, Esquire, Siskind, Burch, Grady & Rosen  
Two East Fayette Street, Baltimore, Maryland 21202

Name and Address

*[Signature]*  
Aytekin Ulgen, Individually

11-6899  
8

BOOK 510 PAGE 7

200719

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

No. of Additional Sheets Presented:

3. Maturity Date (month and day):

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

2. Secured Party(ies)

Address(es) And Name(s):

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

FEDERAL LANDSCAPE CORP.  
20 HUDSON STREET  
ANNAPOLIS, MD 21401

(In Anne Arundel County)

JOHN C. LOUIS CO., INC.  
1805 CHERRY HILL ROAD  
BALTIMORE, MARYLAND 21230

7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable)

ONE USED MELROE BOBCAT MODEL 743 SER. NO. 15856 WITH FLOTATION TIRES, 60" BUCKET WITH TEETH, AND 60" BUCKET WITHOUT TEETH

5. Assignee(s) of Secured Party, Address(es):  
Clark Equipment Credit Corporation  
128 East Front Street  
Buchanan, Michigan 49107

RECORD FEE 11.00  
SEARCH FEE .50  
#02088 0345 R01 TOP:58  
MAR 30 87  
TRB

6.  The described crops are growing or to be grown on the real property described in Item 7.  
 The described goods are or are to be affixed to the real property described in Item 7.

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX.

DEBT EXCEEDS \$200.00

Proceeds of the collateral are also covered.

Filing Office of \_\_\_\_\_ County/City

Filed with:  Sec. of State

8. Signatures:

FEDERAL LANDSCAPE CORP.

JOHN C. LOUIS COMPANY, INC.

By Mary Cook Brusingham  
Mary Cook Brusingham  
President

By W. Davison  
W. Davison  
Secured Party(ies) [or Assignee(s)]  
President

(2) Filing Officer Copy — Alphabetical

FINANCING STATEMENT  
THIS INSTRUMENT PREPARED BY SECURED PARTY  
AND ASSIGNEE OF SECURED PARTY.

FORM UCC 1

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. 251300

Dated February 15, 1987

Record Reference Book 471 Page 481

RECORD FEE 10.00  
POSTAGE .50  
REGISTERED MAIL 107:57  
MAR 30 87

2. DEBTOR is:

Name: Manny & Sons Auto Repair (Last Name First)

Address: 705 Waugh Chapel Road, Odenton, Maryland 21113

3. SECURED PARTY is:

Name: The Bank of Glen Burnie

Address: 101 Crain Highway, S.E. Glen Burnie, Maryland 21113

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:

Susan L. Wolford

Susan L. Wolford

By: Loan Department (Title)

Dated March 4, 1987

10.50

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 251988

RECORDED IN LIBER 473 FOLIO 235 ON May 10 '84 (DATE)

1. DEBTOR

Name Pasadena 4 A Rentals

Address 8004 Jumpers Hole Road, Pasadena, MD

2. SECURED PARTY

Name John Deere Company

Address PO Box 4949, Syracuse, NY 13221

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

3. Maturity date of obligation (if any)

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.)  Termination</p>

RECORD FEE 10.00  
 .50  
 MAR 30 87  
 J.F. CLERK

JOHN DEERE COMPANY

Dated 5 March 1987

*Ronald T. Williams*

(Signature of Secured Party)

Ronald T. Williams, Administrator

Type or Print Above Name on Above Line

FINANCING STATEMENT BOOK 510 PAGE 10

200706

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

1. Name of Debtor(s): Norris A. Sain & Judith L. Sain, his wife  
 Address: 339 N. Ferrypoint Rd.  
 Pasadena, MD. 21122

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
 Address: Metro Plaza One, 8401 Colesville Road  
 Silver Spring, Maryland 20910

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

Inventory: All of the inventory of the debtor, of every type and description, now owned and hereafter acquired and wherever located including, without limitation, Raw Materials, Goods in Process, Finished Goods, All Materials Useable or Used Consumed in Debtors Business, Machines, Machinery, Furniture, Furnishings, Fixtures, Vehicles, Equipment, All Tangible Assets, Accounts Receivable, Book Debts, All Money Due or to Become Due, Debtor Common, and the Books and Records relating to, Notes, Chattel Paper Acceptances, Rebates, Incentive Payments, Drafts, Contracts, Contract Rights, Choses In Action, and

4. Check the statements which apply, if any, and supply the information indicated:  
 All Tangible Assets whether now owned or hereafter acquired, and all Attachments, Accessories, Additions thereto, Substitutions, Accessories and Equipment therefore, and Replacements, and the proceeds of the foregoing 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:

RECORD FEE 12.00  
 POSTAGE .50

402171 CTTI R01 T14#05  
 MAR 30 87

TB

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s):  
*Norris A. Sain*  
 .....  
 Norris A. Sain  
 .....  
*Judith L. Sain*  
 .....  
 Judith L. Sain, his wife  
 .....

Secured Party:  
 FIRST AMERICAN BANK OF MARYLAND  
 .....  
 By: *[Signature]*  
 Dennis L. Ortiz, Asst. Vice President  
 .....  
 (Type Name and Title)

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

(Attn-Clerk: Return to ~~First American Bank of Maryland~~  
 Bald and Hale, 192 Duke of Gloucester St., Annapolis, MD. 21401

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

17.50

FINANCING STATEMENT

BOOK 510 PAGE 11

200707

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

1. Name of Debtor(s): Judith L. Sain  
 Address: 339 N. Ferrypoint Rd.  
 Pasadena, MD. 21122

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
 Address: Metro Plaza One, 8401 Colesville Road  
 Silver Spring, Maryland 20910

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

Inventory: All of the inventory of the debtor, of every type and description, now owned and hereafter acquired and wherever located including, without limitation, Raw Materials, Goods in Process, Finished Goods, All Materials Useable or Used Consumed in Debtors Business, Machines, Machinery, Furniture, Furnishings, Fixtures, Vehicles, Equipment, All Tangible Assets, Accounts Receivable, Book Debts, All Money Due or to Become Due, Debtor Common, and the Books and Records relating to, Notes, Chattel Paper Acceptances, Rebates, Incentive Payments, Drafts, Contracts, Contract Rights, Choses In Action, and

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

All Tangible Assets whether now owned or hereafter acquired, and all Attachments, Accessories, Additions thereto, Substitutions, Accessories and Equipment therefore, and Replacements, and the proceeds of the foregoing 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:

RECORD FEE 11.00  
 POSTAGE .50

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

002192 CTT 001 T14:05

MAR 30 87

TB

Debtor(s):  
*Judith L. Sain*  
 Judith L. Sain

Secured Party:  
 FIRST AMERICAN BANK OF MARYLAND  
 By: *[Signature]*  
 Dennis L. Ortiz, Asst. Vice President  
 (Type Name and Title)

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

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

Bald and Hale, 192 Duke of Gloucester St., Annapolis, MD. 21401

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

11.50

206723

BOOK 510 PAGE 12

FINANCING STATEMENT

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

1. Name of Debtor(s): Norris A. Sain  
Address: 339 N. Ferrypoint Rd.  
Pasadena, MD. 21122

2. Name of Secured Party: 1st AMERICAN BANK OF MARYLAND  
Address: 8701 Georgia Avenue  
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:  
Inventory: All of the inventory of the debtor, of every type and description, now owned and hereafter acquired and wherever located including, without limitation, Raw Materials, Goods in Process, Finished Goods, All Materials Useable or Used Consumed in Debtors Business, Machines, Machinery, Furniture, Furnishings, Fixtures, Vehicles, Equipment, All Tangible Assets, Accounts Receivable, Book Debts, All Money Due or to Become Due, Debtor Common, and the Books and Records relating to, Notes, Chattel Paper Acceptances, Rebates, Incentive Payments, Drafts, Contracts, Contract Rights, Choses In Action, and

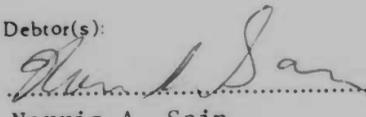
4. Check the statements which apply, if any, and supply the information indicated:  
All Tangible Assets whether now owned or hereafter acquired, and all Attachments, Accessories, Additions thereto, Substitutions, Accessories and Equipment therefore, and Replacements, and the proceeds of the foregoing 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:

RECORD FEE 11.00  
POSTAGE .50  
#02193 CTTI #01 T14#06

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

MAR 30 87  
TB

Debtor(s):  
  
.....  
Norris A. Sain.....  
.....  
.....

Secured Party:  
1st AMERICAN BANK OF MARYLAND  
By:   
.....  
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)  
Bald and Hale, 192 Duke of Gloucester St, Annapolis, MD. 21401

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

1150

FINANCING STATEMENT

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

1. Name of Debtor(s): Norris W. Sain and Jo Ann Sain, his wife.  
Address: 4004 Belle of Georgia Ave.  
Pasadena, MD. 21122

2. Name of Secured Party: 1st AMERICAN BANK OF MARYLAND  
Address: 8701 Georgia Avenue  
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:  
Inventory: All of the inventory of the debtor, of every type and description, now owned and hereafter acquired and wherever located including, without limitation, Raw Materials, Goods in Process, Finished Goods, All Materials Useable or Used Consumed in Debtors Business, Machines, Machinery, Furniture, Furnishings, Fixtures, Vehicles, Equipment, All Tangible Assets, Accounts Receivable, Book Debts, All Money Due or to Become Due, Debtor Common, and the Books and Records relating to, Notes, Chattel Paper Acceptances, Rebates, Incentive Payments, Drafts, Contracts, Contract Rights, Choses In Action, and

4. Check the statements which apply, if any, and supply the information indicated:  
All Tangible Assets whether now owned or hereafter acquired, and all Attachments, Accessories, Additions thereto, Substitutions, Accessories and Equipment therefore, and Replacements, and the proceeds of the foregoing 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:

RECORD FEE 12.00  
POSTAGE .50  
#02194 CTTT R01 T14:06  
MAR 30 87

TB

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

Debtor(s):  
Norris W. Sain  
.....  
Norris W. Sain  
Jo Ann Sain  
.....  
Jo Ann Sain, his wife

Secured Party:  
1st 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~~  
Bald and Hale, 192 Duke of Gloucester St., Annapolis, MD. 21401

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

1250

200700

BOOK 510 PAGE 14

FINANCING STATEMENT

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

1. Name of Debtor(s): Jo Ann Sain  
Address: 4004 Belle of Georgia Ave.  
Pasadena, MD. 21122

2. Name of Secured Party: 1st AMERICAN BANK OF MARYLAND  
Address: 8701 Georgia Avenue  
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:  
Inventory: All of the inventory of the debtor, of every type and description, now owned and hereafter acquired and wherever located including, without limitation, Raw Materials, Goods in Process, Finished Goods, All Materials Useable or Used Consumed in Debtors Business, Machines, Machinery, Furniture, Furnishings, Fixtures, Vehicles, Equipment, All Tangible Assets, Accounts Receivable, Book Debts, All Money Due or to Become Due, Debtor Common, and the Books and Records relating to, Notes, Chattel Paper Acceptances, Rebates, Incentive Payments, Drafts, Contracts, Contract Rights, Choses In Action, and

4. Check the statements which apply, if any, and supply the information indicated:  
All Tangible Assets whether now owned or hereafter acquired, and all Attachments, Accessories, Additions thereto, Substitutions, Accessories and Equipment therefore, and Replacements, and the proceeds of the foregoing 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:

RECORD FEE 11.00  
POSTAGE .50  
R02195 0777 R01 T14:06  
MAR 30 87  
TB

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

Debtor(s):  
*Jo Ann Sain*  
.....  
Jo Ann Sain.....  
.....  
.....

Secured Party:  
1st AMERICAN BANK OF MARYLAND  
By: *[Signature]*  
.....  
Dennis L. Ortiz, Asst. Vice President  
.....  
Type Name and Title)

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

(Attn-Clerk: Return to ~~1st American Bank of Maryland~~ at address shown in 2. above)  
Bald and Hale, 192 Duke of Gloucester St., Annapolis, MD. 21401

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

11.50

FINANCING STATEMENT

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

1. Name of Debtor(s): Norris W. Sain  
Address: 4004 Belle of Georgia Ave.  
Pasadena, MD. 21122

2. Name of Secured Party: 1st AMERICAN BANK OF MARYLAND  
Address: 8701 Georgia Avenue  
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:  
Inventory: All of the inventory of the debtor, of every type and description, now owned and hereafter acquired and wherever located including, without limitation, Raw Materials, Goods in Process, Finished Goods, All Materials Useable or Used Consumed in Debtors Business, Machines, Machinery, Furniture, Furnishings, Fixtures, Vehicles, Equipment, All Tangible Assets, Accounts Receivable, Book Debts, All Money Due or to Become Due, Debtor Common, and the Books and Records relating to, Notes, Chattel Paper Acceptances, Rebates, Incentive Payments, Drafts, Contracts, Contract Rights, Choses In Action, and

4. Check the statements which apply, if any, and supply the information indicated:  
All Tangible Assets whether now owned or hereafter acquired, and all Attachments, Accessories, Additions thereto, Substitutions, Accessories and Equipment therefore, and Replacements, and the proceeds of the foregoing 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:

RECORD FEE 11.00  
POSTAGE .50  
M02196 CTTT R01 T14:07  
MAR 30 87

TB

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

Debtor(s):  
*Norris W. Sain*  
Norris W. Sain

Secured Party:  
1st 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~~  
Bald and Hale, 192 Duke of Gloucester ST., Annapolis, MD. 21401

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

1150

510

200000

TO BE RECORDED IN THE  
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor:  
2135 PARTNERSHIP

Address:  
c/o Mr. James C. Robinson  
2135 Defense Highway  
Crofton, Maryland 21114

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

Address:  
P. O. Box 2558  
Salisbury, MD 21801  
ATTN: William F. Brooks, Jr.

RECORD FEE 17.00  
POSTAGE .50  
#02259 0777 R01 115:14  
MAR 30 97  
B

3. This Financing Statement covers:

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

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

IT 50

BOOK 510 PAGE 17

(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any construction or business operated or to be operated on the premises.

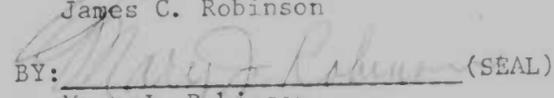
4. The aforesaid items covered by this Financing Statement are included as security in a Second Leasehold Deed of Trust executed even date hereto between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the **Anne Arundel County, Maryland**.

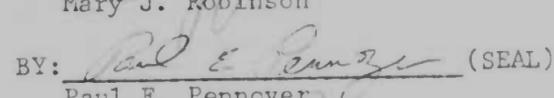
5. Proceeds of the collateral are also covered hereunder.

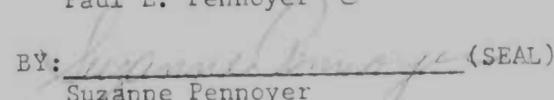
6. Property description: See attached **Exhibit A**.

Debtor: 2135 PARTNERSHIP

BY:  (SEAL)  
James C. Robinson

BY:  (SEAL)  
Mary J. Robinson

BY:  (SEAL)  
Paul E. Pennoyer

BY:  (SEAL)  
Suzanne Pennoyer

Dated: PARTNERS  
February 27, 1987

MR. CLERK: Return to:

David S. Bruce, Esq.  
Blumenthal, Wayson, Downs and Offutt, P.A.  
80 West Street, P. O. Box 868  
Annapolis, Maryland 21401

S35193MS.3P

BOOK 510 PAGE 18

EXHIBIT "A"

DESCRIPTION OF 2.58 ACRES +  
SOUTH SIDE DEFENSE HIGHWAY  
CROFTON  
2ND DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

**BEGINNING** for the same at a point in the south side of Defense Highway (40 foot right-of-way); said point of beginning being further located in the first or South 84° 50' East 304.37 foot line of a conveyance from Harold S. Mollohan, et al, to Otis D. Murphy by deed dated May 4, 1960 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1409 Folio 497; said point of beginning being further located at the end of the North 05° 10' 00" East 277.50 foot line of a minor subdivision plat of Lot 1 of the Otis D. Murphy property recorded among the Land Records of Anne Arundel County, Maryland in Liber 3697 Folio 457;

**THENCE** from said point of beginning so fixed and with said line, reversely, leaving Defense Highway South 05° 10' 00" West 277.50 feet to a point;

**THENCE** still with part of said Lot 1, South 84° 50' 00" East 135.0 feet to a point;

**THENCE** leaving said Lot 1 and running with the outline of aforesaid Deed 1409/497 South 05° 10' 00" West 172.50 feet to a point;

**THENCE** North 84° 10' 00" West 365.08 feet to a point;

**THENCE** North 12° 55' 00" East 450.00 feet to a point in the south side of the aforementioned Defense Highway;

**THENCE** with part of said highway South 84° 50' 00" East 169.37 feet to the point of beginning;

**CONTAINING** 2.58 acres + according to a description prepared by McCrone, Inc., Registered Professional Engineers and Land Surveyors in May 1986 without benefit of a field survey;

**BEING** part of the aforementioned conveyance from Harold S. Mollohan, et al, to Otis D. Murphy by deed dated May 4, 1960 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1409 Folio 497.

s35193ex.ams

Mail to Blumenthal, Wayson, Downs  
+ affitt, P. A.

006703

BOOK 510 PAGE 19

TO BE RECORDED IN THE  
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor:  
JAMES A. DAY

Address:  
3-A2 Spa Creek Landing  
Annapolis, Maryland 21401

RECORD FEE 13.00

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

Address:  
P. O. Box 2558  
Salisbury, MD 21801  
ATTN: William F. Brooks, Jr.

POSTAGE .50  
#02267 0777 R01 115432  
MAR 30 87

TB

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

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property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

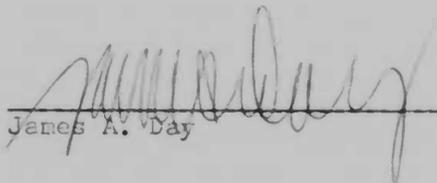
(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any business conducted on the property.

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 of even date hereto between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of **Anne Arundel County, Maryland.**

5. Proceeds of the collateral are also covered hereunder.

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

Debtor:

 (SEAL)  
James A. Day

Dated: March 9, 1987

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

S35188ms.3P

## EXHIBIT A

ALL that property situate in Anne Arundel County, State of Maryland, and more particularly described as follows.

**BEGINNING** at an iron pipe set on the easternmost right of way line of Hudson Street (60'wide) at the corner formed by that conveyance to John Vouzicas by deed recorded in Liber 916 folio 33 among the Land records of Anne Arundel County, the easternmost right of way line of Hudson Street and Part One of the above mentioned conveyance to Disharoon, then run with said right of way line of Hudson Street, N 23° 17' 45" E 180.24' to a point of curvature, then 71.63' along the arc of a curve deflecting to the right, said curve having a radius of 138.85' and a chord of N 38° 04' 30" E 70.83', then continue N 52° 51' 15" E 121.32' to a pipe found, then run along the boundary with T. Joines, see deed recorded in Liber 1190 folio 526, S 51° 42' 07" E 280.52' then running with the western boundary of the 100 year flood plain described in a deed from James A. Day et al. to Anne Arundel County, Maryland dated May 3, 1975 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. 2907, folio 816 the following two courses and distances: South 42° 27' 53" West 146 ft.; then South 07° 47' 25" West 51 ft. to the boundary of the land formerly owned by Mrs. Lela Jones, thence with part of said boundary S 38° 17' 25" W 516.47' to a P.K. nail set near the north edge of West Street and in the easternmost boundary of the land now or formerly owned by Robert Richman, see deed recorded in Liber 831 folio 461 in the aforesaid Land Records, then run with said boundary, N 17° 03' 34" E 39.07' to a P.K. Nail and N 17° 21' 34" E 154.45' to an iron pipe set at the southeastern most corner of the above mentioned conveyance to Vouzicas, then run with the boundaries of same N 17° 13' 34" E 223.65' to a pipe set and N 71° 13' 25" W 138.37 to the place of beginning.

**CONTAINING** 2.9470 acres of land, more or less, and subject to a 10 foot wide and a 15 foot wide storm drain easement as shown on a plat prepared by J.R. McCrone, Jr., Inc. on May 22, 1979 as recertified on October 11, 1983, and February 5, 1987.

**BEING** the same lot of ground which by Deed dated November 9, 1983 and recorded among the Land Records of Anne Arundel County in Liber E.A.C. 3659, page 859 was granted and conveyed by James A. Day and Ruth Day, Grantor, unto James A. Day.

s35188ex.ams

Mail to Blumenthal, Wayson, Downs  
+ Affitt, P.A.



*file with Anne Arundel County*

800 510 RFE 23

200705

FINANCING STATEMENT

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

5. Debtor Name	Address		
Historic Union Limited Partnership	80 West Street, Suite 110 P. O. Box 868 Annapolis, MD 21404	RECORD FEE POSTAGE	12.00 .50

6. Secured Party	Address	
First National Bank of Maryland	<u>18 West Street</u> <u>Annapolis, Md. 21401</u>	MAR 30 87 TB

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.

Debtor's partnership interest in Cathedral Street Associates, a Maryland general partnership.

DEBTOR:	SECURED PARTY:
Historic Union Limited Partnership	First National Bank of Maryland

By: BWDO Property, Inc.

By: *[Signature]*  
Harry C. Blumenthal,  
President

By: *[Signature]*  
Edward O. Wayson, Jr.,  
Vice President

By: *[Signature]*

Address where Collateral will be located:  
  
121 Cathedral Street  
Annapolis, Maryland 21401

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

a:bwdfos2.sgt

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

*12*  
*1*

510 THE 24

200708

TO BE RECORDED IN THE  
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

RECORD FEE 14.00  
POSTAGE .50

FINANCING STATEMENT

#02273 0777 R01 115:35  
MAR 30 87

TB

1. Debtor:  
RENTAL MANAGEMENT ASSOCIATES

Address:  
c/o Mr. Patrick Cole  
P. O. Box 1533  
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 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

Handwritten initials or marks.



BOOK 510 PAGE 25

property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any business on or development of the property as a service station.

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 of even date hereto between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

Debtor: RENTAL MANAGEMENT ASSOCIATES

BY:  (SEAL)  
E. Patrick Cole  
General Partner

Dated: 3/20/87

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

S352123p.mls

EXHIBIT A

**BEGINNING** for the same at a P.K. nail set in the macadam area on the east side of Sixth Street, said P.K. nail being further located as being the same beginning point as that in a Lease from Thomas Langan and Kitty Blevins Langan, his wife, to the Southern Oil Company, by Lease dated September 22, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 435, Folio 499; and running from said beginning point so fixed and with the east side of Sixth Street and also the original lines of said conveyance, north 20° 00' 00" west 90 feet to a P.K. nail set in the macadam on the south side of a driveway running from Sixth Street along the north edge of the herein described properties to the east; thence leaving said Sixth Street and running with the south side of said driveway, north 59° 30' 00" east 60 feet to an iron pipe set at the base of a concrete retaining wall; thence with the easternmost line of said retaining wall and the easternmost line of the existing concrete building, south 19° 46' 00" east 88.37 feet to the southeasternmost corner of said building; thence with the southern line of said building and also the northern line of another concrete retaining wall, south 57° 54' 00" west 60 feet to the place of beginning. **CONTAINING** 0.10 of an acre, more or less, according to a survey made by J. R. McCrone, Jr., Inc., Registered Surveyor, in September, 1967.

**TOGETHER WITH** the use in common with others of the 10 foot driveway located along and without the northern outline of the herein described lot of ground; see Agreement of Easement dated January 28, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No 739, Folio 596, between Arnold Gay and wife and the Crown Central Petroleum Corporation.

**AND BEING** that same property conveyed to RENTAL MANAGEMENT ASSOCIATES by CROWN STATIONS, INC. by Deed dated December 17, 1986 and recorded among the Land Records of Anne Arundel County in Liber 4238 at page 198.

s35212ex.ams

Mail to Blumenthal, Hayson Downs  
 Affett, P.A.

STATE OF MARYLAND

BOOK 510 PAGE 27

FINANCING STATEMENT FORM UCC-1

Identifying File No. 200737

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

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

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

This financing statement Dated 1/21/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dalnekoff & Mason
Address Ste. 301, West Court Bldg., 2448 Holly Ave., Annapolis MD 21401

2. SECURED PARTY

Name West Publishing Co.
Address 50 W Kellogg PO Box 64526 St. Paul MN 55164-0526

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

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

RECORD FEE 11.00
MAR 30 87

West Law Books-
See Attached Security Agreement #53396

TB

Not Subject to Recordation Tax

CHECK THE LINES WHICH APPLY

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

See Attached Security Agreement
(Signature of Debtor)

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

West Publishing Co.
(Signature of Secured Party) Lien Clerk
Type or Print Above Signature on Above Line

ORIGINAL



West Publishing Company PO Box 1247 McLean VA 22101-1247  
 50 W. Kellogg Blvd., P.O. Box 64526, St. Paul, MN 55164-0526 Tel: 612/228-2500

BOOK 510 FILE 25  
 You have Tab Card 0 Lien exp. 5-3-90

ACCT # \_\_\_\_\_ PO# \_\_\_\_\_ Date 1/21 1987  
 Name DALNEKOFF & MASON, P.A.  
Suite 301 WEST COURT BLDG  
 Address 2448 HOLLY AVE  
 City ANNAPOLIS State MD Zip Code 21401  
 Sales Representative MULLIGAN No. 53396

CONFIRMATION

You may ship for which I (we) agree to pay:

<u>MD Reporter Book 55-148</u>		
<u>(COVERING ATT<sup>2</sup> 191-452)</u>		
<u>94 VOLS @ 21.75</u>	<u>2044</u>	<u>50</u>
<u>TO COMPLETE SET.</u>		
<u>ATTN ACCT DEPT</u>		
<u>SEE ATTACHMENT RE PRICE</u>		
<u>OF VOLS</u>		
	<u>+ MD TAX</u>	<u>102 22</u>
Total amount of this order \$		<u>2146 72</u>

Unpaid balance of purchase price for previously delivered books listed below:

Add to our present acct with \$  
215.00 herewith a New Terms of 173.65  
(120 + 53.65)

Combined total of this order and of above listed books previously delivered ..... \$

Terms \$ 215.00 cash herewith, and \$ 53.65 per month, beginning 30 days from date, without interest on principal while installments are paid as agreed.

Also enter subscription for future service consisting of pocket parts, pamphlets, recompiled or additional volumes as published until further notice at the then current prices, plus shipping and handling, and payable as delivered, without interest except on overdue subscription and other open account charges. This order is subject to approval by vendor, who retains a purchase money security interest in all said books until paid, and is not transferable by vendee. A reproduction of this agreement may be used as a financing statement. Construction of this contract shall be according to Minnesota law and interest charged at the time of default, if any, will be adjustable to the then highest current rate allowable on Minnesota contracts. For incorporated purchasers the interest rate is one-half percent over prime rate at First National Bank, St. Paul, on the first of each month. If any installments or open account charges remain unpaid 90 days after maturity, all unmatured installments shall become due and payable at the option of the vendor. Sales or use tax will be added where applicable.

Witness \_\_\_\_\_ Signature \_\_\_\_\_

If purchaser is not a lawyer or partnership of lawyers, complete section below:  
 I agree to these terms and personally guarantee payment of this contract and subscription service furnished thereunder.

WEST PUBLISHING CO  
 BY [Signature]

Signed [Signature] 1/23/87

ORIGINAL

Mailed to Secured Party

COPY FOR FILING

FINANCING STATEMENT

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

NAME	ADDRESS		City	State
1. Debtors(s) (or assignor(s))	No.	Street		
<u>Brown's Reisterstown Road Motors, Inc.</u>				
T/A Brown's Acura	3510	Ft. Meade Road	Laurel	MD 20707

2. Secured Party (or assignee)  
 SOVRAN BANK / MARYLAND \_\_\_\_\_

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

RECORD FEE 15.00  
 POSTAGE .50  
 #02293-0777 R01 T16:19  
 MAR 30 87  
 TB

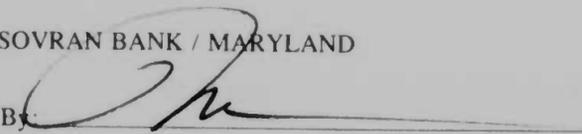
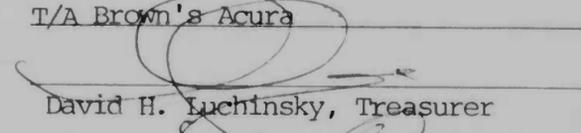
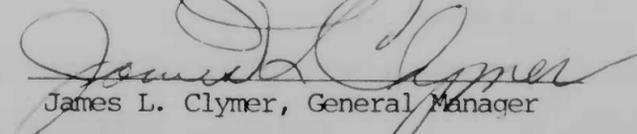
Mailed to Secured Party

CHECK  THE LINES WHICH APPLY

- 4.  (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below:
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

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

- 5.  (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
- (If products of collateral are claimed) Products of the collateral are also covered.
- 6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party:	Debtor(s) or Assignor(s)
SOVRAN BANK / MARYLAND	<u>Brown's Reisterstown Road Motors, Inc.</u>
By: 	T/A <u>Brown's Acura</u>
Type Name <u>Joseph C. McMahon</u>	 David H. Luchinsky, Treasurer
Title <u>Vice President</u>	 James L. Clymer, General Manager
	Type or Print Name and Title of Each Signature

CHATTEL MORTGAGE

Do not use in Illinois, Louisiana or Pennsylvania

BOOK 510 PAGE 30

BETWEEN Brown's Reisterstown Road Motors, Inc. T/A Brown's Acura (Name of Dealer)

, Mortgagee, and

Sovran Bank/Maryland (Name of Bank)

, Mortgagee.

WITNESSETH:

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

TO BE STORED AT 3510 Ft. Meade Road, Laurel, MD 20707

TO HAVE AND TO HOLD the same unto the said Mortgagee, its successors and assigns forever.

UPON CONDITION that if the said Mortgagee shall pay to the Mortgagee all of the said indebtedness on the due dates thereof, with interest from date hereof, the said indebtedness being evidenced by promissory note or notes made by the Mortgagee payable to the order of the Mortgagee, and perform other obligations to be performed by Mortgagee hereunder, then this mortgage shall be void, otherwise it shall remain in full force and effect. Risk of loss or injury shall rest on Mortgagee. Mortgagee shall keep said merchandise free of all taxes, liens and encumbrances. Mortgagee shall keep the said merchandise insured against fire and theft, payable to and protecting Mortgagee for not less than the total amount of indebtedness owing under this mortgage and Mortgagee may place said insurance at Mortgagee's expense, if Mortgagee so elects.

Mortgagee shall not remove said merchandise or any of it from the above place of storage and shall not demonstrate, use, encumber or dispose of in any manner whatsoever said merchandise without the written consent of Mortgagee. Mortgagee warrants that said merchandise is free and clear of all liens and encumbrances and that Mortgagee is absolute owner of same with full right and power to mortgage same. The Mortgagee may sell said merchandise for the account of the Mortgagee, to a bona fide purchaser at retail, for cash or current funds approved by the Mortgagee in amount not less than the sum then due under the terms of this mortgage; that in the event said merchandise shall be sold as provided herein, the Mortgagee will hold the proceeds thereof in trust and separate from Mortgagee's funds and will not deposit same to Mortgagee's own account or mingle same in any way with Mortgagee's funds until Mortgagee shall have paid over to the Mortgagee the amount due under the terms of this mortgage, which amount is to be immediately transmitted to the Mortgagee.

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

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

This mortgage shall be binding upon the heirs, executors, administrators, successors and assigns of the Mortgagee.

IN WITNESS WHEREOF the Mortgagee has hereunto set his hand and seal this 04 day of March, 19 87

at Laurel (City) Anne Arundel (County) Maryland (State) Brown's Reisterstown Road Motors, Inc. T/A Brown's Acura (Mortgagee signs here) (L.S.) By (Owner, Officer or Firm Member) (L.S.) Treasurer / General Manager (Title)

SEALED AND DELIVERED IN THE PRESENCE OF (Witness) (Witness)

ACKNOWLEDGMENT AND/OR AFFIDAVIT

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

3510 Ft. Meade Road (Street Address) Laurel (Town) MD (State) Date March 4, 19 87

On Demand, For Value Received, I, We, or either of us, promise to pay to the order of Sovran Bank/Maryland (Name of Bank)

Forty four thousand seven hundred twenty four and 00/100 Dollars (\$ 44,724.00)

at its office at 12125 Viers Mill Road, Silver Spring, MD 20906 with interest from date and a reasonable sum (15 percent if allowed by law) as attorney's fees, if placed in the hands of an attorney for collection after maturity. Authority is hereby irrevocably given to any attorney at law to appear in any court, and waive the issue and service of process and confess a judgment against me, us, or either of us, in favor of the holder hereof, for such amount as may be unpaid hereon after maturity together with costs and attorney's fees and to release all errors and waive all right of appeal. All exemptions and homestead laws and all rights thereunder are hereby waived. Presentment For Payment, Demand, Protest and Notice of Protest and Dishonor are waived.

(Signed) David H. Lichinsky (SEAL) James L. Clymer (Owner, Officer or Firm Member) GM

CHATTEL MORTGAGE

BOOK 510 PAGE 31

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

Brown's Acura  
DEALER (MORTGAGOR)

3001  
DLR. NO.

Sovran Bank/Maryland  
(BANK MORTGAGEE)

BANK NO.

3510 Ft. Meade Road  
ADDRESS

12125 Viers Mill Road  
ADDRESS

Laurel, MD 20707  
CITY AND STATE

Silver Spring, MD 20906  
CITY AND STATE

March 4, 1987  
DATE PURCHASED

On Demand  
MATURITY DATE

YEAR	TRADE NAME AND KIND OF MERCHANDISE	MODEL	SERIAL NUMBER	LOW BOOK VALUE	MORTGAGE INDEBTEDNESS	DATE PAY'T MADE	NEW BALANCE	DATE PAY'T MADE	NEW BALANCE	DATE PAY'T MADE	NEW BALANCE
			S								
1987	Acura	Legend	M JH4KA2636	HC005005	\$17,284.00						
1987	Acura	Integra	S JH4DA175X	HS004819	10,669.00						
1987	Acura	Legend	M JH4KA2532	HC007626	16,771.00						
			S								
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TOTAL INDEBTEDNESS \$44,724.00

CHECK NO. 3055022 AMOUNT \$44,724.00

87-8

Mailed to Secured Party

## FINANCING STATEMENT

200755

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 \$110,000.00 or so much thereof as may be advanced. THIS FINANCING STATEMENT IS NOT SUBJECT TO TRANSFER TAXES.

## NAMES OF DEBTORS:

Evergreen Builders, Inc. , a Maryland Corporation, and  
Richard E. Nash, Jr., individually

## ADDRESS:

Vally View Road  
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

RECORD FEE 14.00  
POSTAGE 50  
HOBELL C777 R01 109:08  
MAR 31 87

TB

## 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:

- 14.50
- 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.

- D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real or personal property described in the Security Agreement heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real or personal property or any improvements thereon to the extent of all amounts which may be secured by said Security Agreement at the date of receipt of any such award or payment by the Secured Party and the reasonable counsel fees, costs, and disbursements incurred by the Secured Party in connection with the collection of such award or payment.
2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, and being known as Lot 155 Sec D CAPE ST. JOHN 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: February 4, 1987

Evergreen Builders, Inc.

ATTEST:

By: *Richard E. Nash, Jr.* (SEAL)  
Richard E. Nash, Jr., President

*Donna J. Burnett*  
Donna J. Burnett, Secretary

*Richard E. Nash, Jr.* (SEAL)  
Richard E. Nash, Jr., Individually

AFTER RECORDATION, RETURN TO:

John Hanson Savings Bank, F.S.B.  
11700 Beltsville Drive  
Beltsville, Maryland 20705

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

SCHEDULE A

18658

Lot No. 155, as shown on the Plat entitled "Subdivision Plat of Section D of Cape St. John", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 21, folio 26.

maryland national bank

FINANCING STATEMENT

- 1  To Be Recorded in the Land Records at \_\_\_\_\_
- 2  To Be Recorded among the Financing Statement Records at Baltimore City A.A.C.
- 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) Air Gate Services Address(es) BWI Airport  
P.O. Box 18301  
Baltimore, Md. 21240

6 Secured Party Maryland National Bank Address Scott Road and Elm Drive  
Baltimore, Md. 21240  
Attention Bonnie Michaels

RECORD FEE 11.00  
MAR 31 1987

TJB

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

RECORD FEE 11.00  
MAR 31 1987

Air Gate Services  
[Signature] (Seal)  
[Signature] (Seal)  
[Signature] (Seal)  
\_\_\_\_\_ (Seal)

Secured Party  
Maryland National Bank  
[Signature] (Seal)  
Bonnie J. Michaels-Branch Officer/Manager  
Type name and title

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

1150

BOOK 510 PAGE 36

SCHEDULE A

THIS SCHEDULE A is attached to and made a part of a  
Financing Statement signed by Air Gate Services.

---

Lavatory Service Truck, Model SLS-350; Serial # 2FDJF37YOGCB6985  
HP-5 Scissor Lift for wide body service.

Mailed to Secured Party

FINANCING STATEMENT

200707

- 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 \$ 100,000.00\*. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk, Circuit Court for Anne Arundel County

5. Debtor(s) Name(s) Address(es)  
 BAY MANOR NURSING HOME, INC. 7779 New York Lane  
 Glen Burnie, Maryland 21061

6. Secured Party Address  
 Equitable Bank, National Association 100 S. Charles Street  
 Attention: DENISE YESHNIK Baltimore, MD 21201  
 LOAN DOCUMENTATION ASSISTANT

RECORD FEE 11.00  
 RECORD TAX 350.00  
 POSTAGE .50

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

NOZVAG CME 801 112:01  
 MAR 31 87

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

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

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

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

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

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

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

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

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

Debtors  
 BAY MANOR NURSING HOME, INC. \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 BY: Gary L. Attman \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 Gary L. Attman, 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.

\* With a filing of this financing statement recordation tax is being paid on additional debt of \$50,000. The Debtor certifies that with the filing of this statement or a duplicate of this statement, the recordation tax on the additional debt has been paid to the Circuit Court for Anne Arundel County.

Form 609 (7/82)

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

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

113  
 350  
 50

FINANCING STATEMENT

(To Be Used For Direct Loans And Where The Collateral Is Not Fixtures or Crops)

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

1. DEBTOR: Brooke Commerical Lawn Service
(Name or Names—Last Name First)
1204 Thompson Avenue, Severn, Maryland 21144
(Address)

2. SECURED PARTY: THE BANK OF GLEN BURNIE
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

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

- 1 295 D241344 Hustler Lawn Tractor
1 400 8558637 Hustler Lawn Tractor

RECORD FEE 12.00
POSTAGE .50
402465 0345 R01 112:00
MAR 31 87

Handwritten initials

Mailed to Secured Party

- 4. Proceeds of collateral are covered hereunder: YES [X] NO [ ]
5. Products of collateral are covered hereunder: YES [ ] NO [X]
6. This transaction (is) (is not) exempt from the Recordation Tax.
7. The principal amount of the debt initially incurred is: 12,000.00

8. Filed with: Anne Arundel County

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

Dated this 18th day of March, 19 87

DEBTOR: Brooke Commerical Lawn Service
By: [Signature] (Title)
Owner

SECURED PARTY: THE BANK OF GLEN BURNIE
By: [Signature] (Title)
Manager

FOR FILING OFFICER USE
File No. \_\_\_\_\_ Date and Hour of Filing \_\_\_\_\_
Record Reference \_\_\_\_\_

Handwritten initials RSD

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 3-10-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LeROY E. SEIPP  
Address 5916 SOLOMONS ISLAND RD TRACYS LANDING, MD 20779

2. SECURED PARTY

Assignee of Secured Party  
Name KUBOTA CREDIT CORPORATION, USA  
Address 41 DEFENSE HWY 4444 SHACKLEFORD RD.  
ANNAPOLIS, MD 21401 NORCROSS, GEORGIA 30093

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

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

- 1- NEW KUBOTA TRACTOR MODEL B4200DT S/N 50180
- 1- NEW BRINLEY PLOW MODEL PP1200 S/N N/A

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)

RECORD FEE 11.00  
POSTAGE .50  
#02462 0345 R01 11:58  
MAR 31 97

TB

Mailed to Secured Party

*LeRoy E. Seipp Jr.*  
(Signature of Debtor)  
LeROY E. SEIPP  
Type or Print Above Name on Above Line  
  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

BALDWIN SERVICE CENTER, INC  
*Michael J. Poppo*  
(Signature of Secured Party)  
Type or Print Above Signature on Above Line

1150

BOOK 510 PAGE 40

200700

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>
PRESTOFOTO, INC.	921 A	CHESAPEAKE AVE.,	ANNAPOLIS	MD 21402
EUGENE AMBO		same as above		

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
NANCY C. LEOCHA	140	Lafayette Ave.,	ANNAPOLIS	MD 21401

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

~~See Exhibit XXX attached hereto~~

NORITSU QSS II SYSTEM.

RECORD FEE 12.00  
POSTAGE .50  
802459 C345 R01 T11:55

MAR 31 87  
TB

RETURN TO: Nancy C LEOCHA 140 Lafayette Ave. Annapolis Md. 21401  
Mail to

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

CHECK  THE LINES WHICH APPLY

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

Debtor(s) or assignor(s)  
Eugene Ambo  
 EUGENE AMBO  
 By: Eugene Ambo  
 EUGENE AMBO, PRESIDENT  
 PRESTOFOTO, INC.  
 (Type or print name under signature)

SECURED PARTY:  
 \_\_\_\_\_ (Seal)  
 (Corporate, Trade or Firm Name)  
 By: Nancy C. Leocha by Stephen C Leocha  
 Signature of Secured Party or Assignee  
 Nancy Leocha, President  
 (Owner, Partner or Officer and Title)  
 (Signatures must be in ink)

12.50

SECURITY AGREEMENT

EUGENE AMBO & PRESTOFOTO, INC. (the "Debtor"), in consideration of financial accommodations given and to be given by NANCY C. LEOCHA, a Maryland corporation (the "Secured Party"), agrees as follows:

1. As security for the due and punctual payment of any and all of the present and future Obligations (as defined in Section 2) of Debtor, Debtor hereby grants to Secured Party a continuing security interest in (a) all the Collateral (as defined in Section 3), whether now or hereafter existing or acquired, and (b) all present and future proceeds of the Collateral.

2. "Obligations" means all indebtedness and other liabilities, direct or indirect, fixed or contingent, joint, several or independent, now or hereafter owed by Debtor to Secured Party, whether due or unmatured, or held or to be held by the Secured Party for its own account or for another or others, whether created directly or acquired by assignment or otherwise and howsoever evidenced including the obligations of Debtor under a Note dated evenly herewith in the principal amount of \$7,500.00. Debtor understands and agrees that the broad and all-inclusive definition of the word "Obligations" shall be liberally construed.

3. "Collateral" means all that property of Debtor described <sup>AS NORTHVA QSS II SYSTEMS</sup> hereto and made a part hereof and all proceeds thereof (including, but not limited to, insurance proceeds) in any form whatsoever.

4. Debtor represents and warrants that:

(a) Debtor and Maker recognize that the Collateral is encumbered by a Note held by Midlandtic National Bank. Said note will be paid in full by June 15, 1987 (remaining balance of \$8,000.00). At which point in time, ~~Secured Party~~ <sup>Secured Party Herein</sup> will become primary creditor of Collateral.

(b) No litigation or other proceeding before any court or administrative agency is pending or is threatened against Debtor, the outcome of which could materially impair Debtor's financial condition;

(c) No financing statement (other than any filed in favor of the Secured Party) relating to any of the Collateral is on file in any place, except as stated in Paragraph (a) above.

5. Debtor assumes all liability and responsibility in connection with the Collateral, and Debtor's obligation to pay all Obligations shall not be affected or diminished by reason of the fact that any Collateral may be lost, destroyed, stolen, damaged or for any reason unavailable to Debtor.

6. Debtor agrees that:

(a) All proceeds of the Collateral other than as a result of sales in the ordinary course of business shall be delivered to Secured Party promptly upon their receipt in a form satisfactory to Secured Party, and all chattel paper, instruments and documents pertaining to the

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*[Handwritten initials]*

*[Handwritten initials]*

1850

Collateral shall be delivered to Secured Party at the time and place and in the manner which is specified in Secured Party's demand;

(b) In order to enable Secured Party to comply with the law of any jurisdiction applicable to any security interest granted hereby or in the Collateral, Debtor will execute and deliver upon request, in form acceptable to Secured Party, any Financing Statement, notice, statement, instrument, document, agreement or other paper and perform any act requested by Secured Party which may be necessary to create, perfect, preserve, validate or otherwise protect such security interest or to enable Secured Party to exercise and enforce its rights hereunder or with respect to such security interest;

(c) Debtor will promptly pay any filing fees and other costs in connection with (i) the filing or recordation of Financing Statements or any other papers described above and (ii) such searches of the public records as Secured Party in its sole discretion shall require;

(d) Secured Party is authorized to file or record any Financing Statements or other papers without the signature of Debtor if permitted by applicable law;

(e) Except for the security interest granted hereunder, Debtor shall keep the Collateral free and clear of all security interests, liens or encumbrances of any kind, except such security interests, liens or encumbrances to which the Secured Party may consent in writing in advance;

(f) Debtor shall promptly pay when due all taxes and transportation, storage and warehousing charges and fees affecting or arising out of or relating to the Collateral and shall defend the Collateral against all claims and demands of any persons claiming the same or any interest therein adverse to the interest of Debtor or of Secured Party;

(g) Debtor will keep the Collateral insured in such amounts and against such risks as Secured Party in its sole discretion may require. Secured Party shall be named a loss payee on policies of insurance covering the Collateral and a proper endorsement shall be delivered to Secured Party which shall provide that such policy(ies) may not be cancelled, nor Secured Party removed as a loss payee without at least thirty (30) days' prior written notice by the insurer(s) to Secured Party;

(h) Secured Party's sole duty with respect to the Collateral shall be to use reasonable care in the custody and preservation of Collateral in its possession;

(i) Secured Party shall not be obligated to take any steps necessary to preserve any rights in any of the Collateral against prior parties, and Debtor hereby agrees to take such steps;

(j) Debtor shall reimburse Secured Party for all costs and expenses, including filing and reasonable attorneys' fees, incurred in connection with the custody, care, preservation or collection of the Collateral;

(k) Secured Party may, but is not obligated to, exercise any rights of conversion or exchange or other rights, privileges and options relating to the Collateral and shall have no obligation to sell or otherwise realize upon any of the Collateral, and shall not be responsible for any failure to do so or for any delay in so doing; and

(l) Debtor will promptly notify Secured Party upon the occurrence of any default under Section 7 of which Debtor has or reasonably should have knowledge.

7. Upon the occurrence of any of the following events or conditions: (a) non-payment when due of any of the Obligations; (b) failure of Debtor to perform any agreement on his part to be performed hereunder, or under the terms of any other agreement covering the Obligations; or (c) the insolvency of Debtor or of any co-signer, endorser, guarantor or surety of or upon any Obligation (Debtor, together with all such co-signers, endorsers, guarantors, and sureties hereinafter "Obligors" and each an "Obligor") or an assignment by Debtor for the benefit of creditors by any proceedings under any chapter or provision of any statute, rule or regulation dealing with bankruptcy, relief of debtors, insolvency, or the like; (i) all Obligations shall become at once due and payable, with notice; (ii) Secured Party if authorized to take possession of the Collateral, and for that purpose, may enter any premises where the Collateral or any part thereof is located and remove the same; (iii) Secured Party may require Debtor to assemble the Collateral and to make it available to Secured Party at a place designated by Secured Party which is reasonably convenient to both; (iv) Secured Party shall have the right from time to time to sell, resell, assign, transfer and deliver all or any part of the Collateral at any broker's board or exchange, or at a public or private sale or otherwise, at Secured Party's option, for cash or on credit for future delivery, in such parcel(s) and at such time(s) and place(s), and upon such terms and conditions as Secured Party deems proper, and in connection therewith may grant options and impose reasonable conditions (such as requiring any purchaser to represent that any stock constituting part of the Collateral is being purchased for investment purposes only), all without advertisement or demand upon or notice to Debtor or right of redemption of Debtor, which are hereby expressly waived to the extent allowed by law; and (v) upon each such sale, Secured Party may, unless prohibited by statute which cannot be waived, purchase all or any part of the Collateral free from and discharged of all trusts, claims, rights of redemption and equities of Debtor, which are hereby waived and released.

8. In the case of any sale or proceedings to collect any Obligation, Debtor shall pay all costs and expenses of every kind relating thereto, including but not limited to attorneys' fees as hereinbelow provided, and after deducting such costs and expenses from the proceeds of sale or collection, Secured Party may apply any residue to pay any of the

Obligations and Debtor will continue to be liable to Secured Party for any deficiency with interest.

9. Secured Party shall not be deemed to have waived any of its rights, remedies, options or powers hereunder by reason of any of the following:

- (a) delay in any exercise thereof;
- (b) partial or single exercise thereof; or
- (c) failure to exercise any such right, remedy, option or power.

Neither this Agreement nor any provision hereof may be modified, changed, waived or discharged orally, but only by an instrument in writing signed by the party against whom enforcement of any such indulgence is sought and the same shall be effective only as to each such specific instance in which the indulgence is granted.

10. Notice of acceptance of this Agreement by Secured Party is hereby waived. This Agreement shall be immediately binding upon Debtor and its successors and assigns when signed by or on behalf of the Debtor.

11. Unless the context otherwise requires (for example, the specific expansion of definitions used in paragraph 3), all terms used herein which are defined in the Maryland Uniform Commercial Code shall have the meanings therein stated. All powers and rights granted to Secured Party hereunder or under any document evidencing any Obligation shall be cumulative and in addition to the Secured Party's powers and rights under applicable law. The use of the singular herein may also refer to the plural and vice versa, and the use of the neuter or any gender shall be applicable to any other gender, or to the neuter.

12. For all appropriate purposes, including, but not limited to, the receipt of notices, Debtor's address shall be ~~1610 McCuckian Street, Annapolis, Maryland 21401~~ 921A Chesapeake Avenue, Annapolis, MD 21403.

13. This Agreement shall be construed in accordance with and governed by the internal laws of the State of Maryland. If any part of this Agreement is declared to be invalid or unenforceable, then such invalidity or unenforceability shall not affect the remainder of this Agreement which shall continue in full force and effect and any provision that may be invalid or unenforceable in one or more applications shall remain in full force and effect for any valid application or applications.

IN WITNESS WHEREOF, the Debtor has duly executed this Security Agreement, this 23<sup>rd</sup> day of March 1987.

WITNESS:

Allen Merritt

Eugene Ambo

EUGENE AMBO, PRESIDENT  
PRESTOFOTO, INC.

Eugene Ambo

EUGENE AMBO

Mailed to Secured Party

MARYLAND FINANCING STATEMENT AMENDMENT

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 459 Page No. 446
Identification No. 240483 Dated 3/14/83

1. Debtor(s) Milton W. Bosley & Co., Inc.
Name or Names - Print or Type
151 8th Avenue, NW Glen Burnie, MD 21061
Address - Street No., City - County State Zip Code

2. Secured Party The First National Bank of Maryland
Name or Names - Print or Type
25 South Charles St. Baltimore, MD 21201
Address - Street No., City - County State Zip Code

3. Maturity Date (if any)

4. The above referenced Financing Statement is amended as follows: (attach separate list if necessary)

Please add the attached schedule as additional collateral pledged by the debtor.

RECORD FEE 11.00
POSTAGE .50
MAR 31 87

RECORD FEE 10.00
POSTAGE .50
MAR 31 87

J.F. CLERK

DEBTOR
Milton W. Bosley & Co., Inc.
M.W. Bosley (Signature)
(Signature)

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
R.L. Lapointe (Signature of Loan Officer)
R.L. Lapointe V.P. (Print Name and Title)
(Address)

Mailed to Secured Party

BOOK 510 PAGE 46

all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures, (whether or not attached to real property), supplies and other personal property of Borrower other than inventory, including any leasehold interests therein (plus all replacement parts and annexations thereto), and any maintenance agreements applicable thereto, herein called "Equipment" and specifically including but not limited to that which is described below and in any schedule at any time delivered by Borrower to Bank.

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. \$ N/A

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

Conditional sales lease purchase

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

1. DEBTOR

Name Gentle Dental, Inc.

Address 1406 South Crain Highway, Glen Burnie, Maryland 21064

2. SECURED PARTY

Name C.I.T. Financial Services Corporation

Address 4003F Greentree Executive Campus, Marlton, New Jersey 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)

- (1) Belmont Chair SN/70156
- (1) Belmont X-Ray SN/610167C
- (1) Adec Light SN/G626594
- (1) Adec Light Post & Chair Mt.
- (1) Deltube Drs. Stool SN/52637

Name and address of Assignee  
N/A

CHECK  THE LINES WHICH APPLY

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

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

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

RECORD FEE 11.00  
POSTAGE .50  
#02452 C345 R01 T11:44  
MAR 31 87  
18

*Daniel Maloof*, PRESIDENT  
(Signature of Debtor)  
DANIEL MALOOF  
GENTLE DENTAL, INC.  
Type or Print Above Name on Above Line

Mailed to Secured Party

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

*Dorian Malloy, S.A.*  
(Signature of Secured Party)  
DORIAN MALLOY  
C.I.T. FINANCIAL SERVICES CORPORATION  
Type or Print Above Signature on Above Line

MARYLAND FINANCING STATEMENT AMENDMENT

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 483 Page No. 107  
Identification No. 255777 Dated 3/5/85

1. Debtor(s) { Milton W. Bosley & Co., Inc.  
Name or Names - Print or Type  
151 8th Avenue, NW Glen Burnie, MD 21061  
Address - Street No. City - County State Zip Code

2. Secured Party { The First National Bank of Maryland  
Name or Names - Print or Type  
25 South Charles St. Baltimore, MD 21201  
Address - Street No. City - County State Zip Code

3. Maturity Date (if any)

4. The above referenced Financing Statement is amended as follows: (attach separate list if necessary)

RECORD FEE 10.00  
POSTAGE .50  
807447 0345 801 TIT: 41



Please add the attached schedule as additional collateral pledged by the debtor.

DEBTOR  
Milton W. Bosley & Co., Inc.  
*Milton W. Bosley*  
(Signature)

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
*R. L. Capone*  
(Signature of Loan Officer)  
R. L. Capone V.P.  
(Print Name and Title)  
(Address)

BOOK 510 PAGE 49

all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures, (whether or not attached to real property), supplies and other personal property of Borrower other than inventory, including any leasehold interests therein (plus all replacement parts and annexations thereto), and any maintenance agreements applicable thereto, herein called "Equipment" and specifically including but not limited to that which is described below and in any schedule at any time delivered by Borrower to Bank.

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

200703

Identifying File 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 MAS-QUE FARM (JOHN MILLER)

Address 2696 MAS-QUE FARM ROAD ANNAPOLIS MARYLAND 21403

2. SECURED PARTY

Name BALDWIN SERVICE CENTER INC

Address 41 DEFENSE HIGHWAY XXX ANNAPOLIS, MARYLAND 21401

Assignee of Secured Party

KUBOTA CREDIT CORPORATION, USA

4444 SHACKLEFORD RD.

NORCROSS, GEORGIA 30093

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

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

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

RECORD FEE 12.00  
POSTAGE .50  
#02444.0345 R01 111-38  
MAR 31 87

Name and address of Assignee

- 1 - NEW KUBOTA TRACTOR MN# B4200DT SN# 50083
- 1 - NEW KUBOTA MOWER RC44-42 10083
- 1 - NEW WOODS BLADE RB5-1 XS 13522

CHECK  THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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 Miller  
(Signature of Debtor)

JOHN MILLER (MAS-QUE FARM)  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

[Signature] CORP. SECY.  
(Signature of Secured Party)

BALDWIN SERVICE CENTER INC

Type or Print Above Signature on Above Line

12-50

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) United Propane, Inc. 205 Najoles Road Millersville, MD 21108 (Anne Arundel County)	2 Secured Party(ies) and Address(es) Chemi-Trol Chemical Co. 2776 C.R. 69 Route #1 Gibsonburg, Ohio 43431 (Sandusky County)	3 For Filing Officer (Date, Time, Number, and Filing Office)
--	---	---

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

8-1000 Gal.: 287711, 287714, 287748, 287760, 287761, 287762, 304485, and 304487.

27-420 #.: 35878, 35838, 35834, 35304, 35808, 35816, 35828, 35887, 35773, 35835, 35845, 35839, 35768, 35824, 35776, 35160, 35849, 35847, 35660, 35813, 35822, 35691, 35576, 35827, 35832, 35820, 35819.

NOTE NO. 845

Check  if covered:  Proceeds of Collateral are also covered  Products of Collateral are also covered

Filed with: County Recorder

RECORD FEE 10.00  
POSTAGE .50  
#02441 C45 R01 T11#36  
MAR 31 1987  
No. of additional sheets attached

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.

L. 470 F. 153

Dated: Feb 18, 1987 By: Chemi-Trol Chemical Co.  
George J. ...

Filing Officer Copy - Acknowledgment - Filing officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgement.

Mailed to Secured Party

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

1 Debtor(s) (Last Name First) and Address(es)  
United Propane, Inc.  
205 Najoles Road  
Millersville, Maryland 21108  
(Anne Arundel County)

2 Secured Party(ies) and Address(es)  
Chemi-Trol Chemical Co.  
2776 C.R. 69 Route #1  
Gibsonburg, Ohio 43431  
(Sandusky County)

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

4 This financing statement covers the following types (or items) of property:  
and 309358. 6-330: 307169, 307171, 307172, 307173, 307174, and 307177. 5-1000: 309601, 309602, 309603, 311746, and 310420. 10-500: 308215, 308217, 308219, 308221, 308222, 308223, 307033, 307037, 307038, and 307049. 54-420 #: 31443, 31400, 31432, 31398, 31478, 31406, 31494, 31489, 31538, 32068, 32064, 32076, 31383, 31464, 31301, 32109, 32038, 32055, 32031, 32039, 32036, 31418, 31469, 31374, 31376, 31480, 32845, 32878, 32870, 32876, 32901, 32777, 32840, 32830, 32877, 32879, 32856, 32886, 32828, 32846, 32848, 32570, 32715, 32905, 32872, 32900, 32774, 32584, 32911, 32850, 32550, 32813, and 32551, and 31387.

NOTE NO. 823

RECORD FEE 10.00  
STAMP  
NOV 15 11:37  
NOV 31 87  
No. of additional sheets presented

Check  if covered:  
 Proceeds of Collateral are also covered  
 Products of Collateral are also covered

Filed with: County Recorder

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Dated: Feb 18 1988 By: E. Aubrey Collison  
Chemi-Trol Chemical Co  
Henry & Kaye Law Firm

Filing Officer Copy - Acknowledgment  
Filing officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgement.

Mailed to Secured Party

BOOK 510 PAGE 53

200766

BJ 2501 FXD8

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT  
(Maryland)

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

RECORD FEE 12.00  
FILING FEE .50

007437 C.M. 001 111-33  
MAR 31 87

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

HANKINS, Kenneth C.  
T/A OK TRUCKING  
614 CARL AVE  
GLOU BURNIE, MD. 21061

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

Ford Motor Credit Company  
2401 Research Blvd.  
Rockville, Maryland 20850

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

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

1976 FORD A66 Wheel Loader, SERIAL # C472375

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

*Kenneth Carl Hankins*  
(SIGNATURE OF DEBTOR)

Kenneth Carl Hankins

(SIGNATURE OF DEBTOR)

Ford Motor Credit Company

(NAME OF SECURED PARTY)

BY:

*W. Royce Howsare*  
W. Royce Howsare, Assistant Branch Manager

PRINTED IN U.S.A.

FMCC 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED  
JUN 64

Mailed to Secured Party

250

200707

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. \$ 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 Golden Key Realty, Inc.
Address 7709 Quarterfield Road, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Credit Alliance Corporation
Address 100 Dutch Hill Road, Orangeburg, NY 10962

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

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

"ALL GOODS, CHATTELS, MACHINERY, EQUIPMENT, INVENTORY, ACCOUNTS, CHATTEL PAPER, NOTES, CONTRACT RIGHTS, RECEIVABLES, ACCOUNTS RECEIVABLE, GENERAL INTANGIBLES, FURNITURE, FIXTURES AND PROPERTY OF EVERY KIND AND NATURE, WHEREVER LOCATED, NOW OR HEREAFTER BELONGING TO DEBTOR OR IN WHICH DEBTOR HAS ANY INTEREST AND ANY AND ALL PROCEEDS THEREOF AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT AND/OR IN ANY SCHEDULE PREPARED IN CONNECTION HEREWITH THIS FORM AND/OR THE ATTACHED SECURITY AGREEMENT AND/OR SCHEDULE ARE BEING SUBMITTED FOR FILING AS A FINANCING STATEMENT."

RECORD FEE 13.00
POSTAGE .50
#02432 0345 801 111-27
MAR 31 87

TB

Mailed to Secured Party

CHECK THE LINES WHICH APPLY

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

GOLDEN KEY REALTY, INC.
(Signature of Debtor)

(see attached)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CREDIT ALLIANCE CORPORATION

(Signature of Secured Party)

Handwritten signature of Barbara A. Sayegh

Type or Print Above Signature on Above Line

Barbara A. Sayegh, Asst. Treas.

13 50

**LEASING SERVICE CORPORATION (the "LESSOR")**

Division of CREDIT ALLIANCE CORPORATION

BOOK 516 PAGE 55

- 770 LEXINGTON AVENUE • NEW YORK, NEW YORK 10021
- 1900 POWELL STREET • EMERYVILLE, CALIFORNIA 94608
- 2261 PERIMETER PARK • ATLANTA, GEORGIA 30341
- 2860 RIVER ROAD • DES PLAINES, ILLINOIS 60018
- P.O. BOX 66, PREL PLAZA • ORANGEBURG, NEW YORK 10962

- Telephone: 212-421-3600
- Telephone: 415-654-8615
- Telephone: 404-458-9211
- Telephone: 312-298-5580
- Telephone: 914-359-8111

LEASE NO. 70245-7

FULL LEGAL NAME AND ADDRESS OF "LESSEE"

**GOLDEN KEY REALTY, INC.**  
7709 QUARTERFIELD ROAD  
GLEN BURNIE, MARYLAND 21061

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

**ADVANCE AMERICAN TELEPHONE CO., INC.**  
9194 RED BRANCH ROAD  
COLUMBIA, MARYLAND 21045

NAME AND TITLE OF PERSON TO CONTACT: **MR. GARY L. STRATTON V.P. (301) 760-4546**

QUANTITY	DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION.
EQUIPMENT LEASED	1 ASUSI PRO-616 ELECTRONIC KEY TELEPHONE SYSTEM EQUIPPED WITH:
	1 KEY SERVICE UNIT
	3 STANDARD TELEPHONES
	1 SINGLE LINE DESK TELEPHONE
	1 SURGE ARRESTOR

(IF DIFFERENT THAN LESSEE'S ADDRESS SHOWN ABOVE)

LOCATION OF EQUIPMENT: STREET ADDRESS **(SAS)** CITY COUNTY STATE

FOR INITIAL TERM OF THIS LEASE				AFTER INITIAL TERM	
AMOUNT OF EACH RENT PAYMENT	NO. OF RENT PAYMENTS	TOTAL RENT	INITIAL TERM OF LEASE (NO. OF MONTHS)	ADVANCE RENT	RENEWAL RENT
\$ 107.99 <small>(PLUS SALES TAX, IF APPLICABLE)</small>	36	\$ <small>(PLUS SALES TAX, IF APPLICABLE)</small>	36	\$ 215.99 <small>(EXCLUSIVE OF ANY SALES TAX)</small>	\$ <small>PAYABLE ANNUALLY IN ADVANCE (PLUS ANY SALES TAX)</small>

**Terms and Conditions of Lease**

- Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above and in any schedule made part hereof (herein called "equipment") which Lessee warrants shall be used for commercial purposes only and not for any farming purpose.
- Lessee requests Lessor to purchase equipment of the type and quality specified above from the supplier named above and agrees upon written acceptance hereof, signed at Lessor's office by an authorized officer of Lessor, to lease said equipment from Lessor on the terms, provisions and conditions of this lease. Lessor agrees to order such equipment from said supplier, but shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall accept such equipment upon delivery, and hereby authorizes Lessor to add to this lease the serial number of each item of equipment so delivered. Any delay in such delivery shall not affect Lessee's obligations hereunder.
- As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee, including taxes, transportation charges and other charges. The amount of each Rent Payment, the Advance Rent, and any Renewal Rent set forth above are based on the estimated cost to Lessor and shall each be adjusted proportionally if the Actual Cost differs from said estimated cost. Lessee hereby irrevocably authorizes Lessor to correct the figures set forth above when the Actual Cost is known, and each Rent Payment shall be increased by any sales or other tax that may be imposed on or measured by the rent payments. If Actual Cost differs from the estimated cost by more than ten percent thereof, Lessor at its option, may terminate this lease by giving written notice to Lessee after receiving notice of Actual Cost. If prior to delivery there shall occur any event of default hereunder, Lessee shall be liable for Lessor's damages occasioned thereby, which for purposes of this paragraph only, it is agreed shall be the difference between Actual Cost to Lessor and the Total Rent as provided herein, plus any amounts paid on account of the equipment.
- The initial term of this lease commences upon the acceptance hereof by Lessor and ends upon the expiration of the number of months specified above (for the initial lease term) after the rent commencement date, which date shall be the date upon which the supplier ships the equipment to Lessee, or whichever is earlier.
- Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce, in its own name all warranties, agreements or representations, if any, which may be made by the supplier to Lessee or Lessor. Notwithstanding the foregoing, Lessor itself makes no express nor implied nor statutory warranties as to any matter whatsoever, including, without limitation, the condition of equipment, its merchantability or its fitness for any particular purpose. No defect or unfitness of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. Lessee agrees that any maintenance service to be performed is the sole obligation of Lessee who may arrange for same with the supplier of equipment. Lessee agrees to pay Lessor a lease documentation charge of \$40.00 upon its acceptance hereof.
- Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments specified herein multiplied by the amount of each payment specified herein. The first rent payment and any advance rent shall be due upon execution of this lease by Lessee, any deposit or acceptance of such sum by Lessor shall not be deemed acceptance of this lease. In no event shall the first rent payment or advance rent be refunded to Lessee. The second rent payment shall be due and payable one month after the rent commencement date and subsequent rent payments for the initial term shall continue on the same date of each successive month thereafter until the Total Rent and any other sums payable hereunder are paid in full. All rent shall be paid to Lessor at its address set forth herein.

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

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease.

THE EQUIPMENT IS LEASED HEREUNDER AS-IS, AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE.

ACCEPTED AT: Oranburg  
DATE: 3/4/87  
LESSOR:

DATE EXECUTED BY LESSEE: \_\_\_\_\_  
LESSEE: **GOLDEN KEY REALTY, INC.**  
FULL LEGAL NAME

BY: Barbara A. Sayech  
**BARBARA A. SAYECH, ASST. TREAS.** VICE PRESIDENT  
LEASE COPY

BY: Gary L. Stratton  
AUTHORIZED SIGNATURE  
**GARY L. STRATTON** TITLE

for the state where accepted by Lessor, or as otherwise directed by Lessee in writing. Should Lessor pay for such repairs or the equipment any damage more than thirty days prior to the next commencement date, Lessee will pay Lessor an additional rent going with the first rent payment due after the next commencement date an amount equal to 1% of each month's rent for each day from the date of payment to the next commencement date, except where such additional rent would not be permitted by applicable law, in which event said additional rent shall be the maximum permitted by law.

7. Lessor may, but shall not be obligated, to apply any advance rent shall be held by Lessor without charge for interest and may be applied by Lessor, in its sole discretion, against the unpaid obligations of Lessee specified herein. Any advance rent shall be held by Lessor without charge for interest and may be applied by Lessor, in its sole discretion, against the unpaid obligations of Lessee specified herein. Any advance rent shall be held by Lessor without charge for interest and may be applied by Lessor, in its sole discretion, against the unpaid obligations of Lessee specified herein.

8. Upon the expiration of the original or any renewal term hereof, Lessee is not bound and has not been in default or any of Lessee's obligations to Lessor and this lease, including the Renewal Rent amount, Lessee may terminate this lease for one year at the Renewal Rent amount. If this lease is not renewed prior to the term of the immediately preceding term, Lessee may, at its option, renew this lease for one year at the Renewal Rent amount. Lessee may terminate this lease for one year at the Renewal Rent amount. If this lease is not renewed prior to the term of the immediately preceding term, Lessee may, at its option, renew this lease for one year at the Renewal Rent amount.

9. Lessee shall give Lessor written notice of each defect or other proper objection to an item of equipment within three business days after receipt thereof if such defect or objection is discovered by Lessee prior to its use. Lessee shall give Lessor written notice of each defect or other proper objection to an item of equipment within three business days after receipt thereof if such defect or objection is discovered by Lessee prior to its use.

10. Lessee shall use equipment in a careful manner and shall comply with all laws relating to its possession, use and maintenance. The equipment shall be delivered and received at a location specified hereon or, if none is specified, at Lessee's address as set forth above, and shall not be removed therefrom without Lessor's prior written consent.

11. If Lessor supplies Lessee with labels stating that equipment is owned by Lessee, Lessee shall affix and keep same in a prominent place on each item of equipment. Lessor hereby authorizes the use of the equipment by Lessee and its agents, employees, independent contractors, subcontractors, licensees, assigns and transferees for the purpose of the equipment.

12. Lessee shall bear the entire risk of loss, theft, damage or destruction of equipment hereunder. In the event of damage to any item of equipment, Lessee shall immediately make same, or good replacement, in the event of damage to any item of equipment, Lessee shall immediately make same, or good replacement, in the event of damage to any item of equipment, Lessee shall immediately make same, or good replacement, in the event of damage to any item of equipment.

13. Lessee shall provide and maintain insurance against loss, theft, damage or destruction of equipment hereunder. In the event of damage to any item of equipment, Lessee shall immediately make same, or good replacement, in the event of damage to any item of equipment, Lessee shall immediately make same, or good replacement, in the event of damage to any item of equipment.

14. Lessee shall hold harmless and indemnify Lessor against any and all claims, damages, losses, expenses, attorney's fees, court costs, judgments, settlements, awards or damages, arising in connection with the equipment, its manufacture, selection, purchase, delivery, possession, use, operation, maintenance, delivery, use, operation and/or return and the recovery of same or any other insurance proceeds thereon.

15. Without Lessor's prior written consent, Lessee shall not assign, transfer, pledge, hypothecate or otherwise encumber any interest in the equipment or any part thereof, or in any part of the equipment, or in any part of the equipment.

16. Should Lessee fail to pay when due any part of the rent hereunder reserved to any other sum required to be paid to Lessor by Lessee, Lessee shall pay to Lessor a late charge of 1% of the 1% per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law.

17. If Lessee fails to pay when due any rent or other amount hereunder provided herein, or if Lessee fails to perform any other obligation hereunder, Lessor may, in its sole discretion, at any time and from time to time, and without notice to Lessee, take possession of the equipment and all other obligations of Lessee hereunder.

18. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to each party at its address specified above or at such other address as may hereafter be specified by the party to which such notice is being given or mailed.

19. The equipment is and shall remain the property of Lessor. Lessee, at its cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep equipment free and clear from all liens, attachments, leases, encumbrances and charges of every kind.

20. This instrument constitutes the entire agreement between Lessor and Lessee. No agent or employee of the supplier is authorized to bind Lessor to this lease, to waive or alter any term or condition printed herein or add any provisions hereto.

GUARANTORS SIGN HERE:

The undersigned, jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Equipment Lease Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim.

(Signature) (LS) (Guarantor)

(Signature) (LS) (Guarantor)

BOOK 510 PAGE 5 STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

200763  
Identifying File No.                       
*Ans Amended  
CHC4  
12-30*

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

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

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

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

1. DEBTOR

Name Charles R. Thompson, Sr. and Sharon L. Thompson (individuals)  
Address 1409 Harvey Avenue, Severn, Maryland 21144

2. SECURED PARTY

Name First Maryland Leasecorp  
Address 25 S. Charles Street, P.O. Box 1596  
Baltimore, Maryland 21203

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

3. Maturity date of obligation (if any)                     

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

See Schedule A attached

Name and address of Assignee  
RECORD FEE 12.00  
POSTAGE .50  
#02546 (777) 701 1143 91  
MAY 31 97

Mailed to Secured Party

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)

Charles R. Thompson Sr.  
(Signature of Debtor)

Charles R. Thompson, Sr. (individual)  
Type or Print Above Name on Above Line

Sharon L. Thompson  
(Signature of Debtor)

Sharon L. Thompson (individual)  
Type or Print Above Signature on Above Line

First Maryland Leasecorp

W.R. Brown  
(Signature of Secured Party)

W.R. Brown - Sr. Account Executive  
Type or Print Above Signature on Above Line

1230.

BOOK 510 PAGE 58

SCHEDULE A

The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.

One (1) new 1986 International Model 1853 school bus, 254" W.B.  
s/n LHVLPUXM8GHA34530 with DT466C diesel engine and a 66 passenger  
Thomas school bus body.

Equipment Location: 1409 Harvey Avenue, Severn, Maryland 21144  
and various other locations

            
Initials

            
Initials

Mailed to Secured Party

BOOK 510 PAGE 59

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) Saretta Corporation 101 North Fairfield Dr. Dover, DE 19901	2. Secured Party(ies) and address(es) Society for Savings 1290 silas Deane Highway Wethersfield, Ct.	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #02816 0345 R01 713:11 MAR 31 87
4. This statement refers to original Financing Statement bearing File No. <u>256756 Liber 485 pg 47</u> Filed with <u>Anne Arundel co.</u> Date Filed <u>5/27</u> 19 <u>85</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

No. of additional Sheets presented: \_\_\_\_\_

SOCIETY FOR SAVINGS

By: \_\_\_\_\_ Signature(s) of Secured Party(ies)

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

(1) Filing Officer Copy - Alphabetical 1030 STANDARD FORM - FORM UCC-3

Mailed to Secured Party

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 510 PAGE 80

*Anne Arndel*  
CHOC  
\$11.50

Identifying File No. 208763

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

If transaction or transactions wholly or partially subject to 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 Loneragan's Charter Service, Inc.

Address 1109 Boucher Avenue, Annapolis, MD 21403

2. SECURED PARTY

Name First Maryland Leasecorp

Address 110 S. Paca St., P.O. Box 1596

Baltimore, Maryland 21203

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

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

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

See Schedule A attached

Name and address of Assignee

RECORD FEE 11.00  
POSTAGE  
#02547 CTTT ROL 114.02  
MAR 31 87  
TB

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Loneragan's Charter Service, Inc.  
*John J. Lonergan, Sr.*  
(Signature of Debtor)

John J. Lonergan, Sr. - President  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

First Maryland Leasecorp

*W. R. [Signature]*  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1150

BOOK 510 PAGE 61  
SCHEDULE A

The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.

One (1) new 1987 International Model 1853 school bus s/n 1HVLPHYN8HHA19056 with a 66 passenger Thomas school bus body s/n 32030.

Equipment Location: 1109 Boucher Avenue, Annapolis, MD 21403  
and various other locations

SLH  
Initials

\_\_\_\_\_  
Initials

Mailed to Secured Party

Anne Arundel County, MD 510

STATE OF MARYLAND

200770

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 Smith, Charles H.  
DBA Charles H. Smith Masonry Co.  
Address 2526 Davidsonville Road, Gambrills, Maryland 21054

2. SECURED PARTY  
Name Alban Tractor Co., Inc.  
Address P.O. Box 9595, Baltimore, Maryland 21237

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

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

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

(1) Caterpillar model 943LGP track loader s/n 04Z00354 and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the Debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the Debtor to dispose of the above described collateral.

Name and address of Assignee  
Ingersoll-Rand Financial Corp.  
210 Goddard Boulevard  
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)

RECORD FEE 12.00  
POSTAGE .50  
#02549 6777 001 714:03  
MAR 31 87

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

Mailed to Secured Party

Charles H. Smith  
(Signature of Debtor)  
SEE ATTACHMENT FOR SIGNATURE  
Type or Print Above Name on Above Line

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

Alban Tractor Co., Inc.  
(Signature of Secured Party)  
SEE ATTACHMENT FOR SIGNATURE  
Type or Print Above Signature on Above Line

1250

206771

510 FIVE

TO BE  
 NOT TO BE

RECORDED IN  
 LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
 ON PRINCIPAL  
 AMOUNT OF  
 \$ 5,000.00

FINANCING STATEMENT

1. Debtor(s):

G.W. PIKOUNIS FAMILY, INC. t/a FESTIVAL NO. 3

Name or Names—Print or Type  
 6441 Burwood Plaza, Glen Burnie, Maryland 21061

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

VASILIOS PIKOUNIS, STEVEN DURELL and  
 DANNY DUBELL

Name or Names—Print or Type  
 6441 Burwood Plaza, Glen Burnie, Maryland 21061

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

2. Secured Party:

BALTIMORE CIGARETTE SERVICE, INC.

Name or Names—Print or Type  
 140 S. Azar Avenue, Glen Burnie, Maryland 21061

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

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

SEE ATTACHED

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

RECORD FEE 15.00  
 RECORD TAX 35.00  
 POSTAGE 1.50  
 W02564 C345 R01 114.14  
 MAR 31 87

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

Mailed to Secured Party

TB

Debtor(s):

G.W. PIKOUNIS FAMILY, INC.

By Vasilios S. Pikounis Pres  
 President

Vasilios S. Pikounis  
 Vasilios Pikounis

Steven Dubell  
 Steven Dubell

Danny Dubell  
 Danny Dubell

SECURED PARTY:

BALTIMORE CIGARETTE SERVICE, INC.

By Robert E. Carlucci, Pres.  
 (Company, if applicable)

Robert E. Carlucci, President

(Signature of Secured Party)

\_\_\_\_\_  
 Type or Print (Include title if Company)

TO THE FILING OFFICES: After this statement has been recorded please mail the same to:

Name and Address ZELL MARGOLIS, Esq. 200 E. Lexington Street  
1313 Court Square Building, Baltimore, Md. 21202

Local Bro. Form F-1

15.00  
 35.00  
 50.00

This financing Statement is notice that a Security Agreement and/or Confessed Judgment Promissory Note has been executed by the Debtor (s) in favor of the Secured Party in the amount stated on the first page hereof and is also notice that this Financing Statement is to cover all future advances made in conformity with the Uniform Commercial Code and covers the following types of property;

All of Debtor's inventory of every type and description now owned and hereafter acquired and wherever located, including, without limitation, goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes and all materials and supplies usable or used or consumed in the course of Debtor's business, together with all present and future substitutions, parts, additions, accessories, attachments, accessions, replacement parts, additions thereto in any form whatsoever, and also all proceeds resulting from the sale or other disposition thereof, including but not limited to cash accounts, installment documents, chattel papers, security agreements and goods. All of Debtor's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, general intangibles and contract rights, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever, all present and future rights of Debtor with respect to all licenses, patent rights, copyrights, franchises, trade names and trademarks, and all of Debtor's right, title and interest in and to the liquor license, all its renewals, continuations or extensions thereof issued in connection with the property located at 6441 Burwood Plaza, Glen Burnie, Maryland 21061.

All equipment of Debtor of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, all machinery, vehicles, furniture, furnishings, tools, fixtures, together with all present and future parts, additions, accessories, attachments, accessions, replacement parts and substitutions in any form whatsoever.

Together with all books and records in any form pertaining or relating thereto and all proceeds and products of all of the foregoing in any form whatsoever, (including insurance proceeds). Said Security Agreement shall cover any additional advances or loans made by the Secured Party, his, her, their or its heirs, personal representatives, successors or assigns to the Debtor(s).

Mailed to Secured Party

200772

BOOK 510 PAGE 65

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)  
Macrolease International Corp.  
50 Jericho Turnpike  
Jericho, New York 11753

2. Secured Party(ies) and address(es)  
Bankers Trust Company  
1775 Broadway  
New York, NY 10019  
*18-11*  
*# 549480*

For Filing Office (Date, Time, Number, and Filing Office)  
RECORD FEE 11.00  
POSTAGE .50  
#02548 0345 001 114-18  
MAR 31 87

4. This financing statement covers the following types (or items) of property: The leases of machinery, equipment, furniture, fixtures & other personal property dated 2/18/87 between the above named Debtor, as Lessor, and Warren Granek, DDS, PA, as Lessee, which has been assigned to the Secured Party, together with all monies due or to become due thereunder; and the property as leased & described on the attached page(s).

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:

Macrolease International Corporation

Bankers Trust Company

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

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

510 00

Schedule A attached to and made part of a lease dated February 18, 1987  
between Macrolase International Corporation, Lessor, and  
Warren Granek, DDS, PA Lessee.

One (1) Wehmer Trimmer and one (1) Whip-mix vacu-vestor power mixer  
One (1) Dentez Evac Pump CV102 #DC5965.  
One (1) Airtec Compr. L64 #7711  
One (1) Dentez Master Wtr Control WC200  
One (1) Airtec Auto Proc AT2000  
One (1) Siemen X-Ray Heliodont S/N:133730-122  
Three (3) Junction Boxes  
Leasehold Improvements including interior framing, sheetrock, ceilings & painting  
Cabinetry  
Five (5) Mark 12X Orthodontic Chairs S/N:010984,85,86,87,88  
Five (5) #605 Electric Power Bases  
Eight (8) Guest Chairs in Crimson/Burgundy fabric, natural Oak frames  
One (1) Panel End Table 48"x36"x20"  
One (1) Planter in mirror chrome 10" Diameter x 13"  
One (1) Bench in Teal nylon fabric with natural Oak frame & legs  
One (1) Magazine Rack with burgundy back and clear plexiglass front  
One (1) Hook Panel with 6 double silver enamel hooks on oak panel  
Two (2) Secretarial chairs in burgundy fabric  
One (1) Guest Chair in Burgundy fabric with natural oak wood frame  
One (1) bookcase in porcelain plastic laminate  
One (1) Hanler Model 26A Cathe w/2 83LN/PANS  
One (1) Enesco Bence Engine  
plus all parts, attachments and accessories thereto.

Mailed to Secured Party

Warren Granek, DDS, PA

By Warren Granek MS

200773

BOOK 510 PAGE 67

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)  
Gould, Inc  
6711 Baymeadow Dr.  
Glen Burnie, Md 21061  
Anne Arundel County  
4144-84259

2. Secured Party(ies) and address(es)  
Hewlett-Packard Company  
Finance & Remarketing Div.  
972 E. Arques Ave., 70FB  
Sunnyvale, CA. 94086

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

RECORD FEE 11.00  
POSTAGE 1.50  
#02549 C45 R01 7:4:19

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

Hewlett-Packard Equipment per the attached Equipment Schedule.  
\*\*Debtor has authorized Secured Party to File.

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

MAR 31 87  
TB

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:

Gould Inc.  
By Hewlett Packard Co.  
Its Attorney in Fact

Hewlett-Packard Company

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

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

(1) Filing Officer Copy - Alphabetical 1150 STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

# HEWLETT-PACKARD

BOOK 510 PAGE 68

LESSOR: HEWLETT-PACKARD COMPANY ("HP")  
 Finance and Remarketing Division  
 972 East Arques, 70FA  
 Sunnyvale, CA 94086

Rental Equipment Schedule # 4144-84259

REF: Master Rental Agreement # 4144-82878

*PC-R-70074*

LESSEE: Gould, Inc. ("Customer")  
(Full Legal Name of Lessee)  
6711 Baymeadow Dr. Glen Burnie Anne Arundel MD 21061  
(Street) (City) (County) (State) (Zip)  
Pat Venanzi  
(Customer Contact) (Title) (Phone #)

Ship To: Same Bill To: Same

**Exhibits**

The following Exhibits checked below are incorporated herein and by this reference made a part of this Agreement:

- Master Rental Agreement # 4144-82878  HP Product Warranty, Form # G2422 Rev \_\_\_\_\_
- Purchase Discount Agreement # G2422  HP Software Terms, Form # \_\_\_\_\_ Rev \_\_\_\_\_
- \_\_\_\_\_  \_\_\_\_\_

The following Exhibits checked below are attached hereto and made a part of this Agreement:

- Customer Support Service Agreement, Exhibit No. \_\_\_\_\_
- \_\_\_\_\_

**Terms and Conditions**

1. **Non-Cancellable Agreement:** THIS EQUIPMENT SCHEDULE AND PAYMENT AGREEMENT (the "Agreement") CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN.
2. **Term:** The term of this Agreement for each item of Equipment covered hereunder shall commence upon the date HP executes the same and shall expire 12 months from the "Rent Commencement Date" (as defined in paragraph 3 below) or on the expiration of any applicable renewal period. However, if Customer has executed an Equipment Schedule and the Equipment ordered has been delivered prior to HP's execution thereof, the term of that Equipment Schedule shall be effective on the date of execution by Customer.
3. **Rent:** As monthly payment for the Equipment rented hereunder throughout the term hereof, Customer agrees to pay HP, its successors or assigns the sum of \$ 438.12 per month, exclusive of applicable use taxes. Rent shall begin to accrue upon delivery and acceptance of the Equipment ("Rent Commencement Date").
4. **Purchase, Renewal, Return Options:** Provided that no event of default has occurred and is continuing to occur at the end of the initial non-cancellable Rental Term, Customer shall have the following options by providing HP with thirty (30) days' prior written notice of its intention:
  - (i) To purchase all or some of the Equipment covered hereunder for the:

$$\left[ \frac{\text{List Price of Equipment to be Purchased}}{\text{Total List Price of Equipment}} \right] \times \left[ \text{Total List Price of Equipment} \right] \text{ LESS } \left[ \begin{array}{l} 60\% \text{ of All} \\ \text{Monthly Rents} \\ \text{Received} \end{array} \right] \text{ LESS } \left[ \begin{array}{l} \text{Above Referenced Volume} \\ \text{End-User Purchase Agreement(s)} \\ \text{Discount Percentage} \end{array} \right]$$

or, 20% of the list price of the Equipment to be purchased, whichever is higher, plus any accrued late charges and taxes applicable to the transfer of such Equipment.

- (ii) To renew all or some of the Equipment for an additional non-cancellable period of twelve (12) months for the:

$$\left[ \frac{\text{List Price of Equipment to be Renewed}}{\text{Total List Price of Equipment}} \right] \times \left[ \text{Original Monthly Payment} \right] \text{ LESS: } 25\%$$

- (iii) To renew all or some of the Equipment covered by this Agreement on a month-to-month basis for the:

$$\left[ \frac{\text{List Price of Equipment to be Renewed}}{\text{Total List Price of Equipment}} \right] \times \left[ \text{Original Monthly Payment} \right]$$

- (iv) To return, in accordance with paragraph 5 of the Master Rental Agreement, any Equipment covered by this agreement that is not purchased or renewed.

BOOK 510 FILE 80

If Customer fails to notify HP of its intentions thirty (30) days prior to the expiration of this Agreement, it is hereby agreed that Customer shall renew all of the Equipment hereunder in accordance with option (iii) above until such notice is received by HP.

During the month-to-month renewal period, Customer may return all of the Equipment in accordance with option (iv) above, or purchase all of the Equipment covered by this Agreement for the price computed in accordance with option (i) above, or renew this Agreement for an additional non-cancellable period of twelve (12) months at a reduced monthly rental pursuant to option (ii) above, by providing HP with thirty (30) days' prior written notice.

If Customer exercises its option to purchase the Equipment, it is sold in its then "as is" condition at its location when the option is exercised. Purchase option payments shall be due and payable net thirty (30) days from date of HP's invoice. ANY PURCHASE OPTION PAYMENT WHICH REMAINS OVERDUE FOR MORE THAN TEN (10) DAYS SHALL BE SUBJECT TO A LATE CHARGE OF ONE AND ONE-HALF (1½%) PERCENT PER MONTH. Such late charge assessment shall be in lieu of monthly rental payments while Customer's exercise of the option is pending.

**Equipment Schedule:**

Quantity	Model	Description	Item List Price	Item (Discount) **	Item Net Price	Extended Net Price	Extended Monthly Rent
2	45851A	HP 150 II	\$2430.00	(656.10)	1,773.90	3,547.80	\$219.96
2	9123D	Dual Disc Drive	915.00	(247.05)	667.95	1,335.90	82.83
2	2603A	Office Printer	1495.00	(403.65)	1,091.35	2,182.70	135.33

\*\*Per G2422, 27%

Mailed to Secured Party

CUSTOMER HEREBY NOMINATES AND APPOINTS HP AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF EXECUTING ON ITS BEHALF FINANCING STATEMENTS (AND ANY APPROPRIATE AMENDMENTS THERETO) UNDER THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE, FOR PROTECTIVE PURPOSES, RELATIVE TO THIS AGREEMENT AND THE EQUIPMENT RENTED HEREUNDER.

Total Net Price of Equipment \$ 7066.40

TOTAL MONTHLY RENT\* \$ 438.12

(\*Rent does not include applicable use tax.)

By execution hereof, the signer hereby certifies that he/she has read this Agreement and the attached Exhibits and that he/she is duly authorized to execute this Agreement on behalf of Customer.

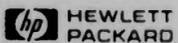
*DO-R-70074*

HEWLETT-PACKARD COMPANY

BY: \_\_\_\_\_

NAME/TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



CUSTOMER: Gould, Inc.

BY: *[Signature]*

NAME/TITLE: SR Subcontract Admin

DATE: 25 FEB 87

P.J. VENANZI  
SR SUB-COMMENTS ADMIN FRD-RNTL (2)

ANNE ARUNDEL Co.  
Annapolis, MD.  
206771

BOOK 510 PAGE 70

NOT SUBJECT TO  
RECORDATION TAX

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

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

**SIGNATURES MUST BE IN INK**

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 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 Civic Food Center, Inc. t/a Valu Food  
Address 2655 Old Annapolis Road, Hanover, MD

**2. SECURED PARTY**

Name WETTERAU INCORPORATED, WETTERAU FINANCE CO., & WETTERAU FOODS SERVICES, INC.  
Address Tuckerton Road, P. O. Box 298, Temple, PA 19560  
Terry D. Weiler, Esq., P. O. Box 6895, Wyomissing, PA 19610  
Person And Address To Whom Statement Is To Be Returned 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 sheet

RECORD FEE 12.00  
POSTAGE .50

#02573 .0345 ROL 114/24  
MAR 31 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)

Mailed to Secured Party

Civic Food Center, Inc.  
(Signature of Debtor)

t/a Valu Food  
Type or Print Above Name on Above Line

By: Louis Denrich  
(Signature of Debtor)

Louis Denrich  
Type or Print Above Signature on Above Line

WETTERAU INCORPORATED, WETTERAU FINANCE  
CO., & WETTERAU FOODS SERVICES, INC.

By: Frank D. Manetta  
(Signature of Secured Party)

Frank D. Manetta  
Type or Print Above Signature on Above Line

Debtor:

Civic Food Center, Inc.  
t/a Valu Food  
2655 Old Annapolis Road  
Hanover, MD

Secured Party:

Wetterau Incorporated, Wetterau Finance  
Co., & Wetterau Foods Services, Inc.  
Tuckerton Road  
P. O. Box 298  
Temple, PA 19560

BOOK 510 PAGE 71

- (a) all inventory, including all goods and merchandise held for sale, lease, rental, or resale, or for use or consumption in business, or otherwise, or furnished or to be furnished under contracts of service, including, without limitation, all groceries, meats, poultry, seafood, fresh produce, bakery goods, frozen foods, dairy products, candy, cigars, cigarettes, tobacco, alcoholic and non-alcoholic beverages, drugs, notions, sundries, health and beauty aids, and store supplies; and
- (b) all equipment, including all furniture, furnishings, trade fixtures, machinery, tools, parts and motor vehicles, now owned or hereafter acquired and used or usable in business, together with all additions or accessions thereto and renewals, replacements or substitutions therefor (including, without limitation, the equipment described on the attached Exhibit A); and
- (c) all accounts, including all present and future evidences of or rights to payment due or to become due to the Debtor on account of goods and merchandise rented, leased or sold (whether at wholesalr or retail and whether from inventory or otherwise) or services rendered, regardless of when earned by performance, together with all contract rights, documents, notes, drafts, instruments and chattel paper now existing or hereafter acquired or arising, whether arising from or related to the disposition of inventory, equipment or otherwise; and
- (d) all general intangibles, now existing or hereafter acquired or arising;
- (e) the cash and non-cash proceeds, products, rents and profits of the foregoing, immediate and remote.

Mailed to Secured Party

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT FORM UCC-1

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

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NONE

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

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

1. DEBTOR

Name Civic Food Center, Inc. t/a Valu Food

Address 2655 Old Annapolis Road, Hanover, MD

2. SECURED PARTY

Name WETTERAU INCORPORATED, WETTERAU FINANCE CO., & WETTERAU FOODS SERVICES, INC.

Address Tuckerton Road, P. O. Box 298, Temple, PA 19560

Terry D. Weiler, Esq., P. O. Box 6895, Wyomissing, PA 19610

Person And Address To Whom Statement Is To Be Returned 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 sheet

RECORD FEE 12.00  
POSTAGE .50  
#02574 0345 801 114124  
MAR 31 87

TB

CHECK  THE LINES WHICH APPLY

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

Civic Food Center, Inc.  
(Signature of Debtor)

t/a Valu Food  
Type or Print Above Name on Above Line

By: Louis Denrich Pres  
(Signature of Debtor)

Louis Denrich  
Type or Print Above Signature on Above Line

WETTERAU INCORPORATED, WETTERAU FINANCE CO., & WETTERAU FOODS SERVICES, INC.

By: Frank D. Manetta  
(Signature of Secured Party)

Frank D. Manetta  
Type or Print Above Signature on Above Line

Debtor:

Civic Food Center, Inc.  
t/a Valu Food  
2655 Old Annapolis Road  
Hanover, MD

Secured Party:

Wetterau Incorporated, Wetterau Finance  
Co., & Wetterau Foods Services, Inc.  
Tuckerton Road  
P. O. Box 298  
Temple, PA 19560

BOOK 510 PAGE 73

- (a) all inventory, including all goods and merchandise held for sale, lease, rental, or resale, or for use or consumption in business, or otherwise, or furnished or to be furnished under contracts of service, including, without limitation, all groceries, meats, poultry, seafood, fresh produce, bakery goods, frozen foods, dairy products, candy, cigars, cigarettes, tobacco, alcoholic and non-alcoholic beverages, drugs, notions, sundries, health and beauty aids, and store supplies; and
- (b) all equipment, including all furniture, furnishings, trade fixtures, machinery, tools, parts and motor vehicles, now owned or hereafter acquired and used or usable in business, together with all additions or accessions thereto and renewals, replacements or substitutions therefor (including, without limitation, the equipment described on the attached Exhibit A); and
- (c) all accounts, including all present and future evidences of or rights to payment due or to become due to the Debtor on account of goods and merchandise rented, leased or sold (whether at wholesaler or retail and whether from inventory or otherwise) or services rendered, regardless of when earned by performance, together with all contract rights, documents, notes, drafts, instruments and chattel paper now existing or hereafter acquired or arising, whether arising from or related to the disposition of inventory, equipment or otherwise; and
- (d) all general intangibles, now existing or hereafter acquired or arising;
- (e) the cash and non-cash proceeds, products, rents and profits of the foregoing, immediate and remote.

Mailed to Secured Party

BOOK 510 PAGE 74

200776

FINANCING STATEMENT FORM UC 71

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

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ NOT SUBJECT

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

This financing statement Dated March 3, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Millard H. Pierce Jr

Address 2830 Solomons Island Road Annapolis, Maryland 21037

2. SECURED PARTY

Name First Commercial Corp

Address 330 Second Street, Annapolis Maryland 21403

Assigned to: Midlantic National Bank 2 Broad Street Bloomfield, NJ 07003  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

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

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

1974 Marine Trader, model Double Cabin, 33'6" long  
Hull # ETY33D671274T, Engine # 883F8080GA

RECORD FEE 11.00  
POSTAGE .50  
MAY 31 11 41 AM '87  
MAR 31 87

JB

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Millard H. Pierce Jr  
(Signature of Debtor)

Millard H. Pierce Jr

Type or Print Above Name on Above Line

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

Type or Print Above Signature on Above Line

Mailed to Secured Party

Nippy Pau  
(Signature of Secured Party)

Nippy Pau (Signature of Secured Party)

First Commercial Corp.

Type or Print Above Signature on Above Line

JP

BOOK 510 PAGE 75

200777

4. <input type="checkbox"/> Filed for record in the real estate records	5. <input type="checkbox"/> Debtor is a Transmitting Utility	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) Scientific Leasing Inc. 790 Farmington Avenue Farmington, CT 06032	2. Secured Party(ies) and address(es) Executive Portfolio, Inc. 2497 East Bay Drive Suite 200 Largo, Florida 33541	3. For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00  
 POSTAGE .50  
 #02504 0777 R01 T14:31  
 MAR 31 87

7. The Debtor hereby grants, conveys and assigns to the Secured Party the equipment described in the schedules attached hereto (all of such equipment referred to collectively as the "Equipment"), together with all rents, income, revenues, issues and profits from and in respect of the Equipment and all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance.

Lease: All of Debtor's right, title and interest in and to the Lease Agreement, dated as of June 27, 1985, (the "Lease") between Debtor as lessor, and Secured Party, as lessee.

Collateral Lease Assignment: All of Debtor's right, title and interest in and to the Collateral Lease Assignment, dated as of June 27, 1985, between Debtor as assignee and Secured Party as assignor.

FILED WITH: Clerk of the Circuit court, Anne Arundel County, Annapolis, MD 21401.  
 (N.Arundel 7487-03)

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	SCIENTIFIC LEASING INC. <i>P. Medwed, V.P.</i> Signature(s) of Debtor (Or Assignor)	EXECUTIVE PORTFOLIO, INC. <i>[Signature]</i> Signature(s) of Secured Party (Or Assignee)
--	---	--

Mailed to Secured Party

ATTACHMENT A

EQUIPMENT LEASE NO. 7487, SCHEDULE 03  
dated: September 28, 1984

Quantity

Catalog No.

Description

1	78532A	Hewlett Packard CCU Monitoring System consisting of:
9	78915A	Monitor/Terminal includes ECG, 2 Press, 1 and 8 hour trends
8	7800DA1	Wall mount for 78534A
2	78553A	Mounting Hardware
1	785108	Pressure plug-in module
2	785118	Display Unit
2	785728	Equipment cabinet mainframe
1	785718	Dual Channel Recorder
1	78599A1	Single Channel Recorder
1	78581A	Cabling Installation kits
1		System Communications Controller 2228A01139
1		Defibrillator 2303A51329

TOTAL COST: \$123,911.00

78532A Monitor/Terminal—Serial numbers: 2446A0904, 2446A0471, 2446A02314,  
2446A02513, 2446A04512, 2446A04509,  
2446A03507, 2412A00166, 2417A00480.

BOOK 510 Pgs 78

SCIENTIFIC LEASING, INC. (Lessor)  
Signature *Bryna K. Hausman*  
Name and Title BRYNA K. HAUSMAN  
VICE PRESIDENT & TREASURER  
Date 9/1/84

THE NORTH ARUNDEL HOSPITAL ASSOCIATION, INC. (Lessee)  
By *James P. Hillis*  
Signature  
Name and Title James P. Hillis  
Date 9/1/84

Schedule 03  
to  
EQUIPMENT LEASE NO. 7487  
dated: September 28, 1984

2-19-85

between SCIENTIFIC LEASING INC. (Lessor) and

THE NORTH ARUNDEL HOSPITAL ASSOCIATION, INC. (Lessee)

Equipment Location: 301 Hospital Drive  
Glen Burnie, MD 21061

A. Quantity	Equipment Description	
1	Hewlett Packard CCU Monitoring System	\$74,751.00
1	Hewlett Packard Central Station	49,160.00
TOTAL COST:		\$123,911.00

(See Attachment A for complete equipment description)

B. Equipment Supplier: Hewlett Packard  
2 Choc Cherry Road  
Rockville, MD 20850

C. Lease Term Duration and Commencement: 60 months; the lease term commences upon equipment delivery.

D. Lease Payments: \$2,529.02 per month for 60 months.

E. Lease Payment Schedule: The first lease payment is due with the signed lease documents. The second lease payment is due on the first day of the month in which the equipment is delivered. Subsequent payments are due monthly thereafter throughout the lease term.

F. Shipping and Installation Charges: These are the responsibility of the Lessee.

G. Documentation/Filing fee: N/A

H. Delivery, Installation and Acceptance: On or before June 30, 1985; if later, the lessor is privileged to increase the lease payment amount.

SCIENTIFIC LEASING, INC. (Lessor)  
Signature *Bryna K. Hausman*  
Name and Title BRYNA K. HAUSMAN  
VICE PRESIDENT & TREASURER  
Date 9/1/85

THE NORTH ARUNDEL HOSPITAL ASSOCIATION, INC. (Lessee)  
By *James P. Hillis*  
Signature  
Name and Title James P. Hillis  
Date 9/1/85

Mailed to Secured Party

BOOK 510 PAGE 77

266773

4 <input type="checkbox"/> Filed for record in the real estate records	5 <input type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented
1 Debtor(s) (Last Name First) and addresses: Scientific Leasing Inc. 790 Farmington Avenue Farmington, CT 06032	2 Secured Party(ies) and addresses: Executive Portfolio, Inc. 2497 East Bay Drive Suite 200 Largo, Florida 33541	3 For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50 #02585 0777 PM 114:31 MAR 31 87

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

**Equipment:** The equipment described in the schedules attached hereto (all of such equipment referred to collectively as the "Equipment"), together with all rents, income, revenues, issues and profits from and in respect of the Equipment and all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance. XB

**Lease:** All of Debtor's right, title and interest in and to the Lease Agreement, dated as of June 27, 1985, (the "Lease") between Debtor as lessor, and Secured Party, as lessee.

**Collateral Lease Assignment:** All of Debtor's right, title and interest in and to the Collateral Lease Assignment, dated as of June 27, 1985, between Debtor as assignee and Secured Party as assignor.

**FILED WITH:** Clerk of the Circuit Court, Anne Arundel County, Annapolis, MD 21401  
(N.Arundel 7487-04)

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	SCIENTIFIC LEASING, INC. <i>Robert Medford, V.P.</i> Signature(s) of Debtor (Or Assignor)	EXECUTIVE PORTFOLIO, INC. <i>Robert Medford</i> Signature(s) of Secured Party (Or Assignee)
--	---	---

Mailed to Secured Party



Block of the Record Ct, Anne Arundel County, Annapolis MD 21401

BOOK 510 PAGE 79

10.00

PRINT OR TYPE ALL INFORMATION

200773

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

STATE CORPORATION COMMISSION  
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)  
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.  
No other name will be indexed.

Warren Granek, DDS, PA  
1410 Forest Drive  
Annapolis, Maryland 21403

Check the box indicating the kind of statement.  
Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

RECORD FEE 11.00  
POSTAGE 1.00  
TOTAL 12.00  
MAY 11 1987

17

Name & address of Secured Party

Macrolease International Corporation  
50 Jericho Turnpike  
Jericho, NY 11753

Name & address of Assignee

Bankers Trust Company  
1775 Broadway  
New York, NY 10019

#548482

Date of maturity if less than five years

Check if proceeds of collateral are covered ( )

Description of collateral covered by original financing statement

See Schedule A attached hereto and made part hereof. Mailed to Secured Party

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:

Warren Granek, DDS, PA

Signature of Debtor if applicable (Date)

Warren Granek MS

Macrolease International Corporation

Signature of Secured Party if applicable (Date)

Samuel Willet

BOOK 510 PAGE 80

Schedule A attached to and made part of a lease dated February 18, 1987  
between Macrolase International Corporation, Lessor, and  
Warren Granek, DDS, PA Lessee.

One (1) Wehmer Trimmer and one (1) Whip-mix vacu-vestor power mixer  
One (1) Dentez Evac Pump CV102 #DC5965  
One (1) Airtec Compr. L64 #7711  
One (1) Dentez Master Wtr Control WC200.  
One (1) Airtec Auto Proc AT2000  
One (1) Siemen X-Ray Heliodont S/N:133730-122  
Three (3) Junction Boxes  
Leasehold Improvements including interior framing, sheetrock, ceilings & painting  
Cabinetry  
Five (5) Mark 12X Orthodontic Chairs S/N:010984,85,86,87,88  
Five (5) #605 Electric Power Bases  
Eight (8) Guest Chairs in Crimson/Burgundy fabric, natural Oak frames  
One (1) Panel End Table 48"x36"x20"  
One (1) Planter in mirror chrome 10" Diameter x 13"  
One (1) Bench in Teal nylon fabric with natural Oak frame & legs  
One (1) Magazine Rack with burgundy back and clear plexiglass front  
One (1) Hook Panel with 6 double silver enamel hooks on oak panel  
Two (2) Secretarial chairs in burgundy fabric  
One (1) Guest Chair in Burgundy fabric with natural oak wood frame  
One (1) bookcase in porcelain plastic laminate  
One (1) Hanler Model 26A Cathe w/2 83LN/PANS  
One (1) Enesco Bence Engine  
plus all parts, attachments and accessories thereto.

RECORD FEE 11.00  
MAILING 0771 MAR 17 87

Mailed to Secured Party

Warren Granek, DDS, PA

By Warren Granek MS

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. \$ 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 Roger Keith Brubaker DBA Dial Courier
Address 428 Fourth St., Suite #7, Annapolis, MD 21403

2. SECURED PARTY

Name Credit Alliance Corporation
Address 100 Dutch Hill Road, Orangeburg, NY 10962

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

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

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

"ALL GOODS, CHATTELS, MACHINERY, EQUIPMENT, INVENTORY, ACCOUNTS, CHATTEL PAPER, NOTES, CONTRACT RIGHTS, RECEIVABLES, ACCOUNTS RECEIVABLE, GENERAL INTANGIBLES, FURNITURE, FIXTURES AND PROPERTY OF EVERY KIND AND NATURE, WHEREVER LOCATED, NOW OR HEREAFTER BELONGING TO DEBTOR OR IN WHICH DEBTOR HAS ANY INTEREST AND ANY AND ALL PROCEEDS THEREOF AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT AND/OR IN ANY SCHEDULE PREPARED IN CONNECTION THEREWITH. THIS FORM AND/OR THE ATTACHED SECURITY AGREEMENT AND/OR SCHEDULE ARE BEING SUBMITTED FOR FILING AS A FINANCING STATEMENT."

RECORD FEE 14.00
POSTAGE .50
#02587 C771 001 114434
MAR 31 87

TB

CHECK THE LINES WHICH APPLY

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

ROGER KEITH BRUBAKER DBA DIAL COURIER
(Signature of Debtor)

(see attached)
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CREDIT ALLIANCE CORPORATION

(Signature of Secured Party)

Type or Print Above Signature on Above Line
Barbara A. Sayegh Asst. Treas.

1450



# LEASING SERVICE CORPORATION (the "LESSOR")

17701 KINGTON AVENUE • NEW YORK, NEW YORK 10021  
 1900 POWELL STREET • EMERYVILLE, CALIFORNIA 94608  
 2261 PERIMETER PARK • ATLANTA, GEORGIA 30331  
 2860 RIVER ROAD • DEER PLAINES, ILLINOIS 60018  
 P.O. BOX 66, FREE PLAZA • ORANGETOWN, NEW YORK 10962

Telephone: 212-421-3688  
 Telephone: 415-654-8615  
 Telephone: 404-458-9211  
 Telephone: 312-298-3580  
 Telephone: 914-359-8111

800-510-1112

LEASE NO. 70237-4

FULL LEGAL NAME AND ADDRESS OF "LESSEE"  
 ROGER KEITH BRUBAKER DBA  
 DIAL CARRIER  
 422 FOURTH ST. SUITE #7  
 ANNAPOLIS, MD. 21403

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)  
 VIANI/LANO COMM.  
 3 TALBETT AVE  
 TIMONIA, MD. 21093

NAME AND TITLE OF PERSON TO CONTACT

QUANTITY	DESCRIPTION, MODEL #, CATALOG #, OR OTHER IDENTIFICATION
1	EFS 8710 CONTROL STATION
1	ANTENNA
SOFT	TRANS. LINE
2	8710 MOBILE RADIOS
3	8710-001 MOBILE RADIOS
5	YACHEE ANTENNAS
1	SHIPPING
1	INSTALLATION
1	8790 HANDHELD W/A. CELLRIES

(IF DIFFERENT THAN LESSEE'S ADDRESS SHOWN ABOVE)

LOCATION OF EQUIPMENT (STREET ADDRESS) CITY COUNTY STATE

FOR INITIAL TERM OF THIS LEASE				AFTER INITIAL TERM	
AMOUNT OF CASH RENT PAYMENT	NO. OF RENT PAYMENTS	TOTAL RENT	INITIAL TERM OF LEASE (NO. OF MONTHS)	ADVANCE RENT	RENEWAL RENT
\$ 349.50	36	\$	36	\$ 699.00	\$
<small>PLUS SALES TAX, IF APPLICABLE</small>		<small>PLUS SALES TAX, IF APPLICABLE</small>		<small>REDUCTIVE OF RENT TO 10/10/88</small>	<small>PAYABLE ANNUALLY IN ADVANCE, PLUS ANY SALES TAX</small>

### Terms and Conditions of Lease

- Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above and in any schedule made part hereof (herein called "equipment") which Lessee warrants shall be used for commercial purposes only and not for any fishing purpose.
- Lessee requests Lessor to purchase equipment of the type and quality specified above from the supplier named above and agrees upon written acceptance hereof, signed at Lessor's office by an authorized officer of Lessor, to lease said equipment from Lessor on the terms, provisions and conditions of this lease. Lessor agrees to order such equipment from said supplier, but shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall accept such equipment upon delivery, and hereby authorizes Lessor to add to this lease the serial number of each item of equipment so delivered. Any delay in such delivery shall not affect Lessee's obligations hereunder.
- As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee, including taxes, transportation charges and other charges. The amount of each Rent Payment, the Advance Rent, and any Renewal Rent set forth above are based on the estimated cost to Lessor and shall each be adjusted proportionally if the Actual Cost differs from said estimated cost. Lessee hereby irrevocably authorizes Lessor to correct the figures set forth above when the Actual Cost is known, and each Rent Payment shall be increased by any sales or other tax that may be imposed on or measured by the first payment. If Actual Cost differs from the estimated cost by more than ten percent thereof, Lessor at its option, may terminate this lease by giving written notice to Lessee after receiving notice of Actual Cost. If prior to delivery there shall occur any event of default hereunder, Lessee shall be liable for Lessor's damages or, as stated thereby, which for purposes of this paragraph only, it is agreed shall be the difference between Actual Cost to Lessor and the Total Rent as provided herein, plus any amounts paid on account of the equipment.
- The initial term of this lease commences upon the acceptance hereof by Lessee and ends upon the expiration of the number of months specified above (for the initial lease term) after the rent commencement date, which date shall be the date upon which the supplier ships the equipment to Lessee, or whichever is earlier.
- Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce in its own name all warranties, agreements or representations, if any, which may be made by the supplier to Lessee or Lessor. Notwithstanding the foregoing, Lessor shall make no express nor implied nor statutory warranties as to any matter whatsoever, including, without limitation, the condition of equipment, its merchantability or its fitness for any particular purpose. No defect or unfairness of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. Lessee agrees that any maintenance which is to be performed is the sole obligation of Lessee who may arrange for same with the supplier of equipment. Lessee agrees to pay Lessor a lease documentation charge of \$40.00 upon its acceptance hereof.
- Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments specified herein multiplied by the amount of each payment specified herein. The first rent payment and any advance rent shall be due upon execution of this lease by Lessee, any deposit or acceptance of such sum by Lessor shall not be deemed acceptance of this lease, so no event shall the first rent payment or advance rent be refunded to Lessee. The second rent payment shall be due and payable one month after the rent commencement date and subsequent rent payments for the initial term shall continue on the same date of each successive month thereafter until the Total Rent and any other sums payable hereunder are paid in full. All rent shall be paid to Lessor at its address set forth herein.

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

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease.

THE EQUIPMENT IS LEASED HEREUNDER AS IS, AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE.

ACCEPTED AT: Orangetown  
 DATE: 1/31/87  
 LESSOR:

DATE EXECUTED BY LESSEE:  
 LESSEE: ROGER KEITH BRUBAKER DBA DIAL CARRIER  
 FULL LEGAL NAME

LEASING SERVICE CORPORATION  
 BY: [Signature]  
 VICE PRESIDENT

BY: [Signature]  
 AUTHORIZED SIGNATURE TITLE  
 BY: \_\_\_\_\_  
 AUTHORIZED SIGNATURE TITLE

LEASE COPY

BOOK 510 PAGE 83

for the state where accepted by Lessor, or as otherwise directed by Lessor in writing. Should Lessor pay for an accident of the equipment any sum more than thirty days prior to the rent commencement date, Lessee will pay Lessor as additional rent along with the first rent payment due after the rent commencement date an amount equal to 115% of 1% of such sum paid for each day from the date of payment to the rent commencement date, except where such additional rent would not be permitted by applicable law, in which event said additional rent shall be the maximum permitted by law.

7. Lessor may, but shall not be obligated, to apply any advance rent toward curing any default of Lessee hereunder, in which event Lessor shall promptly reimburse the advance rent for the full amount specified herein. Any advance rent shall be held by Lessor without charge (no interest) and may be applied by Lessor, in its sole discretion, against the unpaid installments of rent hereunder in the inverse order of their respective maturities, but Lessor shall not be obligated to do so.

8. If, upon the expiration of the original or any renewal term hereof, Lessee is not then and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent as specified by giving Lessor written notice of renewal at least sixty days prior to the expiration of the original or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, Lessor may notify Lessee prior to the expiration of the original or any renewal term hereof, that if Lessee fails to return the equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease for the initial term. As of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms. Lessor is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement.

9. Unless Lessee gives Lessor written notice of each defect or other proper objection to an item of equipment within three business days after receipt thereof, it shall be conclusively presumed, as between Lessee and Lessor, that the item was delivered in good repair and that Lessor accepts it as an item of equipment described in this lease. Lessee warrants and represents that no item of equipment has been delivered to Lessee prior to the date of Lessor's acceptance hereof, which shall be deemed the date of this lease. Lessee will deliver to Lessor a delivery/installation receipt (Lessor's form) for each and every item immediately upon Lessor's request. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content.

10. Lessee shall use equipment in a careful manner and shall comply with all laws relating to its possession, use and maintenance. The equipment shall be covered and thereafter kept at the location specified above or, if none is specified, at Lessee's address as set forth above, and shall not be removed therefrom without Lessor's prior written consent.

11. If Lessor supplies Lessee with labels stating that equipment is owned by Lessor, Lessee shall affix and keep same in a prominent place on each item of equipment. Lessee is hereby authorized to file one or more financing statements and may sign same as agent and attorney-in-fact for Lessor. Lessee, at its expense, shall keep equipment in good repair and furnish all parts, mechanisms and devices required thereto. Lessee shall not make any alterations, additions or improvements to equipment without Lessor's prior written consent. All additions and improvements made to equipment shall belong to Lessor. Upon the expiration or earlier termination of this lease, Lessee, at its own expense, shall return equipment in good repair, ordinary wear and tear resulting from proper use thereof being excepted, by delivering it to such place as Lessor may specify. If Lessor, for any reason, does not receive the equipment immediately upon the expiration of the term hereof and there is no renewal under said term hereof, Lessor will receive as use and occupancy of the equipment in any portion thereof for each month or portion thereof, between the date of expiration and the date of return of equipment, an amount equal to 150% of the monthly rent specified for the initial lease term and the proportionate hereof shall remain in effect and bind Lessee until such return of equipment.

12. Lessee shall bear the entire risk of loss, theft, damage or destruction of equipment from any cause whatever, and no loss, theft, damage or destruction of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. In the event of damage to any item of equipment, Lessee shall immediately effect same in good repair. If Lessor determines that any item of equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, shall (a) replace same with like equipment in good repair, or (b) pay Lessor in cash all of the following: (i) all amounts then due and payable by Lessee to Lessor under this lease, (ii) an amount equal to twenty percent of the cost of said item, and (iii) the unpaid balance of the Total Rent for the initial term of this lease attributable to said item. Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may then have in said item, in its then condition and location, without warranty, expressed or implied. The parties hereto agree that the sum of the amounts mentioned (i) and (ii) equals the fair value of said item on the date of such loss, theft, damage or destruction.

13. Lessee shall provide and maintain insurance against loss, theft, damage or destruction of equipment in an amount acceptable to Lessor but not less than the Total Rent payable hereunder, with loss payable to Lessor. Each policy shall be delivered to Lessor and shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission or neglect of Lessee. Lessor may advise the proceeds of said insurance to replace or repair equipment and/or to satisfy, in whole or in part, Lessor's obligations to Lessee. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any of said insurance. Lessor may at any time, with or without exercising any of the rights or remedies available to it and without prior notice or demand to Lessee, appropriate and apply toward the payment of any of Lessee's obligations to Lessor any and all balances, sums, proceeds, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Lessor's possession and belonging or owing to Lessee and for such purposes, endorse Lessee's name on any such instrument made payable to Lessee, for deposit, negotiation, discount or collection. Such applications may be made under any monies paid to Lessor may be applied under previous application changed to apply, without notice to Lessee, partly or entirely to any of Lessee's obligations to Lessor arising hereunder, or that as to Lessor its sole discretion may elect. If Lessee fails to procure and maintain insurance as herein provided or to pay any charges or taxes, Lessor shall have the right, but shall not be obligated, to effect such insurance and/or to pay such charges and taxes, and Lessee shall repay to Lessor the cost thereof as additional rent hereunder with the next payment of rent. Lessee shall also provide and maintain paid public liability personal injury and property damage insurance, naming Lessor as additional insured.

14. Lessee shall hold harmless and indemnify Lessor against any and all claims, actions, proceedings, expenses, attorney's fees, damages and liabilities, arising in connection with the equipment, its manufacture, selection, purchase, delivery, possession, ownership, leasing, renting, control, maintenance, delivery, use, operation and/or return and the recovery of claims under insurance policies thereon. Lessee shall pay promptly when due all charges and taxes local, state and federal which may now or hereafter be imposed upon the ownership, leasing, use, operation, sale, purchase, possession or use of equipment, and shall have Lessor harmless against any actual or asserted violations and pay all costs, expenses, penalties, interest and charges of every kind in connection therewith or arising therefrom. The obligations of Lessee shall survive the termination of this agreement. In any jurisdiction where the Uniform Commercial Code is in effect, Lessee grants to Lessor, a security interest in any and all goods, chattels, fixtures, furniture, equipment, assets, accounts receivable, contract rights, general intangibles and property of every kind wherever located, now and/or hereafter belonging to Lessee and in which Lessee has any interest and proceeds thereof, and agrees that any security interest created by this agreement shall be a perfected security interest and all obligations of Lessee and those of any affiliate of Lessee to Lessor and to any affiliate of Lessor, whether hereunder or otherwise and whether now in existence and/or to come into existence and whether initially owing to Lessor or acquired by Lessor through one or more assignments.

15. Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this lease or any interest therein, or (b) subject to said equipment or any part thereof, or permit it to be used by anyone other than Lessee or Lessee's employees, Lessor and its assignees may assign this lease and/or mortgage the equipment, in whole or in part, without notice to Lessee. Each such assignee and/or mortgagee shall have all of the rights and none of the obligations of Lessor hereunder. Lessee hereby recognizes such assignment and agrees to pay the balance of Total Rent to any assignee and not to account against any assignee or assignor. Lessee, Lessor and its assigns shall have against Lessor, subject to the foregoing, this lease made to the benefit of and is binding upon the heirs, legatees, personal representatives, survivors, successors and assigns of the parties hereto.

16. Should Lessee fail to pay when due any part of the rent hereon reserved or any other sum specified to be paid to Lessor by Lessee, Lessor shall pay to Lessor a late charge of 1 1/4% of 1% per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of suit, including attorney's fees. Lessee hereby irrevocably authorizes any attorney of its court of record to appear for and confess judgment against Lessee, except in any jurisdiction where such action is not permitted by law for all unpaid amounts due hereunder, plus expenses and 15% added for attorney's fees, without stay of execution, and Lessee hereby waives the issue of process, all rights of appeal and relief, from any and all appraisal, stay or exemption laws then in force.

17. If Lessee fails to pay when due any rent or other amount herein provided when due, or if Lessee fails to perform any other provision hereof within five (5) days after Lessor shall have demanded in writing performance thereof, or if any proceeding in bankruptcy, receivership, liquidation or insolvency be commenced by or against Lessee or any of its property, or if Lessee makes any assignment for the benefit of its creditors, or if Lessee is in default under any other lease or agreement heretofore or hereafter had by Lessee, in any one or more of the foregoing being a default hereunder then, if and to the extent permitted by applicable law, the full amount of Total Rent then unpaid hereunder and all other obligations of Lessee to Lessor shall become due and payable forthwith at the election of Lessor and Lessee may, at its option: (A) without notice or demand and without legal process, take possession of equipment if same waiving any and all rights to any judicial hearing prior to any such retaking wherever same may be located (with all additions and substitutions, but Lessee shall be required to assemble the equipment and make it available to Lessor at such place as Lessor may designate, whereupon all rights of Lessee in equipment shall terminate absolutely and Lessor shall not be released from its obligations under this agreement until the full amount of unpaid Total Rent and all other sums payable hereunder have been paid in full and Lessor may retain all payments of rent and (B) retain the equipment, or (C) sell the equipment (applying net proceeds of such sale less 20% of the Actual Cost to the unpaid balance of Total Rent) or (D) retain all equipment and attempt to lease or lease of same applying 80% of the reasonable rental value of the equipment, as determined by Lessor for the unexpired initial term hereof to the unpaid balance of Total Rent. Lessee remaining unconditionally liable for any deficiencies under (A) and (B) above. (E) pursue the recovery of unpaid balance of Total Rent and other amounts due hereunder; (F) pursue any other remedy at law or in equity. All remedies are cumulative and may, to the extent permitted by law, be exercised concurrently or separately and exercise of one shall not be an election or prejudice the exercise of any other. Notwithstanding any action that Lessor may take, including leasing, possession of any or all of equipment, Lessee shall remain liable for the full performance of all its obligations hereunder, in addition to the foregoing. Lessee shall pay Lessor all costs and expenses, including reasonable attorney's fees and costs of collection efforts, incurred by Lessor in exercising any of its rights or remedies hereunder. LESSEE AND LESSOR HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION BASED HEREON OR ARISING HEREUNDER.

18. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at its address specified above or at such other address as may hereafter be specified by law notice by other party to the other, if longer than one business day is needed in this lease, the liability of each hereunder shall be joint and several.

19. The equipment is and shall remain the property of Lessor. Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep equipment free and clear from all liens, attachments, claims, encumbrances and charges of other judicial process, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee shall have no right, title or interest in or to equipment, except as expressly set forth in this lease, nor shall Lessee have any equity nor be deemed to develop any equity in the equipment by virtue of this agreement or any payment made by Lessee or otherwise. Lessee's interest in the equipment being that of a lessee only. This equipment shall remain personal property even though installed in or attached to real property. No invoice issued prior to complete performance of this lease shall operate to pass title to Lessee. All equipment and any proceeds thereof, accessories, parts and repairs thereto or which are added to or become attached to equipment shall immediately become the property of Lessor and shall be deemed incorporated in equipment and subject to the terms of this lease as if originally leased hereunder. As part of the consideration for each of the parties hereto to enter into this lease, each party hereto, Lessor and Lessee, and any guarantor signing hereunder, hereby jointly and severally designate and appoint Stuart B. Glover, Esquire, New York, New York and C.A. Credit Corp., New York, New York, or either of them, as each of such party's true and lawful attorney-in-fact and agent for each of such party and in each party's name, place and stead to accept service of any process within the State of New York, the party bringing any such action agreeing to notify the other party at its address shown herein or their last known address, by certified mail, within three days of such service having been effected and such parties and any guarantors do hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. If it should appear that any provision hereof is in conflict with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof.

20. This instrument constitutes the entire agreement between Lessor and Lessee. No agent or employee of the supplier is authorized to bind Lessor to this lease, to waive or alter any term or condition printed herein or add any provision hereto. Except as provided in section 3 hereof, a provision may be added hereto or a provision hereto may be altered or varied only by a writing signed by an authorized officer of Lessor. Waiver by Lessor of any provision hereof in one instance shall not constitute a waiver as to any other instance.

**GUARANTORS SIGN HERE:**

The undersigned, jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Equipment Lease Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind to which we may be entitled is hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes and election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed.

Ray Keith Blakes (L.S.) \_\_\_\_\_ (Guarantor) \_\_\_\_\_ (L.S.)  
(Guarantor) \_\_\_\_\_ (Guarantor) \_\_\_\_\_ (L.S.)

FINANCING STATEMENT FORM UC 71

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

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

SIGNATURES MUST BE IN INK

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

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

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

1. DEBTOR

Name Richard J. Powell and Carol A. Powell  
Address 1710 Usher Place, Crofton, Md. 21114

2. SECURED PARTY

Name First Commercial Corporation  
Address 303 Second Street, Annapolis, Md. 21403

RECORDING FEE 12.00  
POSTAGE 1.50  
#02560 CT77 ROL 114.35  
MAR 31 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)

1987 Trojan, 10 meter sedan, Hull NO. TRJHJ010A787 with 1987 Crusader twin 350 gas engines, serial nos. P: 63286 S: 63698

ASSIGNEE:

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

ANCHORAGE: Edgewater, Md.

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

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Richard J. Powell  
(Signature of Debtor)

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

Carol A. Powell  
(Signature of Debtor)

Carol A. Powell  
Type or Print Above Signature on Above Line

FIRST COMMERCIAL CORPORATION

(Signature of Secured Party)

Nippy Daniels  
Type or Print Above Signature on Above Line

v.2

1750

Anne Arnold  
3/18/87

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

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.  
This Statement refers to original Financing Statement, Identifying File No. 233136 recorded in  
Liber 426, Folio 453 on June 25, 1980 2:53P (Date).

1. DEBTOR(S):

Name(s) Florida Marine & Boat Sales, Inc.  
Address(es) 2904 Mountain Rd. Pasadena, MD 21122

2. SECURED PARTY:

Name Coastal Marine MFG. & DIST. Inc.  
Old: 16624 Oakmont Avenue Gaithersburg, MD 20760  
Address New: 7961 Queenair Drive Gaithersburg, MD 20879

RECORD FEE 10.00  
POSTAGE .50  
MAR 31 1987



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.

9. SIGNATURES

\_\_\_\_\_  
 \_\_\_\_\_ SECURED PARTY  
 Coastal Marine MFG. & DIST. Inc.  
 By *Richard S. Diatz*  
 \_\_\_\_\_  
 Richard S. Diatz, President  
 (Type, Name and Title)

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

1987 FEB 13 A 10:57

Mailed to Secured Party

BOOK 510 PAGE 30

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. 265329 recorded in  
Liber 506, Folio 375 on 12/31/86 at Anne Arundel County Clerk  
Date Location

1. DEBTOR(S):

Name(s) Data Solutions, Inc.

Address(es) 2661 Riva Road, #110, Annapolis, Md. 21401

2. SECURED PARTY:

Name Maryland National Bank

Address P. O. Box 871, Annapolis, Md. 21401

Attn: Collateral Unit

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. Name and Address Change: Data Solutions International, Inc.  
2666 Riva Road, Suite 200  
Annapolis, Md. 21401

RECORD FEE 10.00  
POSTAGE 50  
#23275 0055 R02 1154 57  
MAR 31 87

J. F. CLERK

9. SIGNATURES.

Linda Velt

SECURED PARTY

Maryland National Bank

By Laura R. Richardson  
Laura R. Richardson  
Commercial Banking Officer  
(Type, Name and Title)

DEBTOR(S)

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

Mailed to Secured Party

TO BE FILED IN THE FINANCING RECORDS OF THE COUNTY OF ANNE ARUNDEL

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 502

Page No. 464

Identification No. 36758

Dated September 15, 1986

1. Debtor(s) { Sulin Enterprises, Ltd.  
Name or Names—Print or Type  
1133 Greenwood Road, Baltimore, Maryland 21208  
Address—Street No., City - County State Zip Code

2. Secured Party { Yorkridge-Calvert Savings & Loan Association  
Name or Names—Print or Type  
3725 Old Court Road, Baltimore, Maryland 21208  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

RECORD FEE 10.00  
POSTAGE .50  
402606 OTT MW 110:59  
MAR 31 87



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

BEING KNOWN AND DESIGNATED as Lot No. 58 as shown on the Plat entitled "Phase Two, Plat 1, Section 10, Shipley's Choice", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 100 folio 46.

Mailed to Secured Party

Dated: March 10, 1987 Yorkridge-Calvert Savings & Loan Association

Name of Secured Party

Signature of Secured Party

Joseph J. Basta, Sr., Vice President

Type or Print (Include Title if Company)

Loan Exec. Form T-1

Return to:

Mail to LAW OFFICES  
O'Malley, Miles, McCarthy & Harrell  
99 Commerce Place  
P.O. Box 900  
Upper Marlboro, Maryland 20772

10-50

07814/00222

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Cleo White  
Marvin White  
Geneva White

1018 Rodgers Avenue  
Churchton, MD 20733

RECORD FEE 13.00  
POSTAGE 1.00  
402443 0345 PM 115-52  
APR 31 87  
TB

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 Imperial, Serial #BHI871703AB, 60x28, Sovereign-1801

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

✓ Cleo White  
CLEO WHITE

THE SAVINGS BANK OF BALTIMORE

✓ Marvin White  
MARVIN WHITE

BY Mrs. S. D. Hill

✓ Geneva White  
GENEVA WHITE

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.

Mail to

13.50

200703

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Robert A. Deutsch  
Valerie J. Deutsch

7959 Telegraph Road #38  
Severn, Maryland 21144

SECURED PARTY

THE BANK OF BALTIMORE  
(Assignee)

Address: BALTIMORE AND CHARLES STREETS  
BALTIMORE, MARYLAND 21201

RECORD FEE 12.00  
STATE .50  
#212010345 111 113-52  
MAR 31 87

1. This Financing Statement covers the following types (or items) of property (the collateral).  
New 1987 Holly Park Homes, Inc. "Forest Park" Mobile Home, 70 X 14, Serial # 01-FP-17716, Blue/White
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.

*B*

Debtor

Secured Party

*Robert A. Deutsch*  
ROBERT A. DEUTSCH  
*Valerie J. Deutsch*  
VALERIE J. DEUTSCH

THE BANK OF BALTIMORE

BY *Mrs. S.D. Hill*

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.

mail to \_\_\_\_\_

*12-50*

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Lisa Owens

5073 Sands Road  
Lothian, Maryland 20711

SECURED PARTY

THE BANK OF BALTIMORE  
(Assignee)

Address: BALTIMORE AND CHARLES STREETS  
BALTIMORE, MARYLAND 21201

RECORD FEE 11.00  
POSTAGE .50  
002644 0345 PM 110453  
MAR 31 87

TB

1. This Financing Statement covers the following types (or items) of property (the collateral).  
New 1987 Brigadier Homes, Mobile Home, 52 X 24, Plan 219  
Serial # B-30092A/B
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

Lisa Devere Owens  
LISA OWENS

Secured Party

THE BANK OF BALTIMORE

BY Mrs. S. D. Hill

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.~~

Mail to

11/50

FINANCING STATEMENT

Not Subject to Recordation Tax

<u>Name of Debtor</u>	<u>Mailing Address</u>
Fred Wayne Schildt Viola Jane Schildt	Chesapeake Court #185 Ridge Road Hanover, Maryland 21076

*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).
 

RECORD FEE	12.00
Home	.50
#02045	15.00
3-30004A/B	15.00
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. *IB*

Debtor  
*Fred W. Schildt*  
 \_\_\_\_\_  
 FRED WAYNE SCHILDT  
*Viola J. Schildt*  
 \_\_\_\_\_  
 VIOLA JANE SCHILDT

Secured Party  
 THE BANK OF BALTIMORE  
 BY *Mrs. S.D. Hill*  
 \_\_\_\_\_

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.

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

*1/2/90*

BOOK 510 PAGE 92

200756

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

James Robert Hardesty  
Melissa G. Hardesty  
Clifford Tompkins  
Geraldine Tompkins

Crownsville Road  
Summer Hill Park #80  
Crownsville, MD 21032

RECORD FEE 14.00  
POSTAGE .50  
#02546 CM3 R01 T15:53  
MAR 31 87

AACB TB

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 1986 Liberty-Oakbrook, Serial #08 L 56543, Model-Leader, 70x14

- 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

James Robert Hardesty SR.  
JAMES ROBERT HARDESTY SR.

THE SAVINGS BANK OF BALTIMORE

Melissa G. Hardesty  
MELISSA G. HARDESTY

BY Mrs. S. D. Hill

Clifford Tompkins  
CLIFFORD TOMPKINS

Geraldine Tompkins  
GERALDINE TOMPKINS

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.

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

PCS 0847

1450

For filing in the Financing Statement Records of Anne Arundel County

The original of this Financing Statement was filed in the Land Records of Anne Arundel County

**TO BE RECORDED IN THE LAND RECORDS (MD.)  
FINANCING STATEMENT**

File No.

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

<p><b>1. DEBTOR(S) (OR ASSIGNOR) and Address(es):</b>                  Carousel Cleaners, Inc.                  7389-J Baltimore Annapolis Blvd.                  Glen Burnie, Md. 21061</p>	<p><b>2. a. SECURED PARTY (OR ASSIGNEE) and Address</b>                  Cromwell Field Associates,                  Limited Partnership                  6229 No. Charles Street                  Baltimore, Maryland 21212</p>
	<p><b>2. b. ASSIGNEE OF SECURED PARTY (if any) and address</b></p>

3. This Financing Statement covers the following types (or items) of property: Inventory, machinery, equipment, furniture and fixtures, now owned or hereafter acquired and attachments and accessories

RECORDING FEE 11.00  
 POSTAGE .50  
 802648 CMB R01 715:55  
 MAR 31 87  
 TB

4. Proceeds and products of collateral are covered hereunder.

5. The above goods are to become fixtures on: (Describe real estate)  
 7389-J Baltimore Annapolis Blvd., Glen Burnie, Maryland, 21212  
 Cromwell Field Shopping Center

6. The name of a record owner of the real estate is:

7. County only: Tax Account Number 5-000-90041802

8. Baltimore City only: Block Reference \_\_\_\_\_

9. This transaction (is) (is not) exempt from the Recordation Tax. (Md.)  
 The principal amount of the debt initially incurred is: \$27,720.00

10. Number of additional sheets, if any, attached hereto: \_\_\_\_\_

11. RETURN TO: Thomas J. Doud, Jr.  
 233 East Redwood Street  
 Baltimore, MD 21202

DEBTOR: CAROUSEL CLEANERS, INC.

Mailed to Secured Party

\_\_\_\_\_  
 (Type Name)  
 By Robert F. Joseph, Jr. Pres.  
 Robert F. Joseph, Jr., President

\_\_\_\_\_  
 (Type Name Of Person Signing) Feb. 27, 1987  
 (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.

1150

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 263140

RECORDED IN LIBER 501 FOLIO 351 ON 8-6-86 (DATE)

1. DEBTOR

Name WANG LABORATORIES, INC.  
Address ONE INDUSTRIAL AVENUE, LOWELL, MA 01851

2. SECURED PARTY

Name PHOENIX LEASING INCORPORATED  
Address POB 2008, SAN RAFAEL, CA 94912-2008

MCCORD COMPANY, 1915 "I" STREET, SACRAMENTO, CA 95814

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

RECORD FEE 12.00  
POSTAGE 50  
#02570 C345 R01 114:20

MAR 31 87

3. Maturity date of obligation (if any) none

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: AMENDMENT</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p style="text-align: center;"><u>"Leases not subject to recordation tax."</u></p> <p>SEE ATTACHED 3RD PURCHASE</p> <p>Anne Arundel county</p>	

Mailed to Secured Party

Dated [Signature]  
Debtor's Signature  
WANG LABORATORIES, INC.

[Signature]  
(Signature of Secured Party)  
PHOENIX LEASING INCORPORATED  
Type or Print Above Name on Above Line

( SCHEDULE A )

( printed on 07/18/86 at 14:25 )

056 AF8IX

No. EE 95

WING LABORATORIES, INC. / PHEONIX

Work Order Number: AF8IX  
Loan Pool Number: 3  
Customer Number: 147428  
Customer Name: WESTINGHOUSE ELECTRIC CO

Lease Term: 12 months  
Discount Factor: 14 %  
Equipment Type: OIS Type  
Shipping Date: 06/05/86

Start Date	Model Number	Serial Number	Gross Rent	Maintenance	Net Rent	Advance
07/05/86	TC-NWS-4	000935	\$311.32	\$69.00	\$242.32	\$6,058.00 25x
WORK ORDER TOTALS:			\$311.32	\$69.00	\$242.32	\$6,058.00

Camp Meade Rd.  
Baltimore, Md. 21240

F. 184

Mailed to Secured Party

( SCHEDULE A )

( printed on 07/10/86 at 14:24 )

056 AF8IR

No. EE 94

WONG LABORATORIES, INC. / PHEONIX

Work Order Number: AF8IR  
 Loan Pool Number: 3  
 Customer Number: 147428  
 Customer Name: WESTINGHOUSE ELECTRIC COR

Lease Term: 12 months  
 Discount Factor: 14 %  
 Equipment Type: OIS Type  
 Shipping Date: 06/05/86

Start Date	Model Number	Serial Number	Gross Rent	Maintenance	Net Rent	Advance
07/05/86	TC-RMS-4	IR6156	\$311.32	\$73.00	\$238.32	\$5,958.00
07/05/86	5506-2	GF5244	0.00	0.00	0.00	0.00
WORK ORDER TOTALS:			002	\$73.00	\$238.32	\$5,958.00

Camp Meade Rd.  
 Baltimore, Md. 21240

F.184

FINANCING STATEMENT

200783

BOOK 510 PAGE 97

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

1. Name of Debtor(s): Bears from Birnam Woods, A Sole Proprietorship  
Address: Miriam A. Blackman, Proprietor  
195 Main Street  
Annapolis, Maryland 21401

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: Metro Plaza One, 8401 Colesville Road  
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:  
Inventory: All of the inventory of the debtor, of every type and description, now owned and hereafter acquired and wherever located including, without limitation, Raw Materials, Goods in Process, Finished Goods, All Materials Useable or Used Consumed in Debtors Business, Machines, Machinery, Furniture, Furnishings, Fixtures, Vehicles, Equipment, All Tangible Assets, Accounts Receivable, Book Debts, All Money Due or to Become Due, Debtor Common, and the Books and Records relating to, Notes, Chattel Paper Acceptances, Rebates, Incentive Payments, Drafts, Contracts, Contract Rights, Choses In Action, and

4. Check the statements which apply, if any, and supply the information indicated:  
All Tangible Assets whether now owned or hereafter acquired, and all Attachments, Accessories, Additions thereto, Substitutions, Accessories and Equipment therefore, and Replacements, and the proceeds of the foregoing 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:

RECORD FEE 12.00  
POSTAGE .50  
#23301 0055 102 716116  
MAR 31 87

B

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Mailed to Secured Party

Debtor(s): Bears from Birnam Woods, A  
Sole Proprietorship

*Miriam A. Blackman*  
.....  
Miriam A. Blackman, Proprietor  
.....

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: *Mark Ryder*  
.....  
Mark Ryder, 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)

Bald and Hale, 192 Duke of Gloucester St., Annapolis, MD. 21401

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

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Plastic Surgery Specialist, P.C.  
 (Name)  
69 Franklin Street  
 (Address)  
Annapolis, Maryland 21401

Attn: Nicholas J. Lambrow  
 (Name of Loan Officer)  
18 West Street  
 (Address)  
Annapolis, Maryland 21401

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

ALL ASSETS

RECORDATION FEE 12.00  
 POSTAGE .50

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance, all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

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: \_\_\_\_\_

MAR 1 1987  
 TB

- 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)

Plastic Surgery Specialist, P.C. (Seal)  
[Signature] (Seal)  
David H. Lowe, President  
 (Print or Type Name)

[Signature] (Seal)  
[Signature] (Seal)  
C. William Strawberry, Vice President  
 (Print or Type Name)

230  
 1

Mailed to Secured Party

Debtor or Assignor Form

ANNE Arundel MARYLAND 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, crops, timber, or minerals only)

DEBTOR

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

Chesapeake Building Supply Corporation

Att. Patricia T. Bergen

(Name)

(Name of Loan Officer)

815 Central Avenue

25 S. Charles Street

101-560

(Address)

(Address)

Linthicum, Maryland 21090

Baltimore, Maryland 21201

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

See Attached

RECORD FEE 13.00  
RECORD TAX 350.00  
POSTAGE 50  
002612 0777 R01 T08:36  
APR 1 87

TB

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)

Chesapeake Building Supply Corporation (Seal)

(Seal)

*Edward C. Bell* (Seal)

*Steven G. Doehring*, President (Seal)

EDWARD C. BELL, SEC./TREAS.  
(Print or Type Name)

STEVEN G. DOEHRING  
(Print or Type Name)

Mailed to Secured Party

13  
350  
50

250  
31



BOOK 510 TAB 100

OWENS-CORNING FIBERGLAS CORPORATION 9510 BERGER ROAD, COLUMBIA, MARYLAND 21046  
PHONE: BALTIMORE (301) 995-1555  
WASHINGTON (202) 982-1050

INVOICE

For the sale of the following fixed assets:

<u>quantity</u>	<u>description</u>	<u>unit price</u>	<u>amount</u>
307	Pal-stacks (tubular steel stackable units) with wood pallets	\$ 62.00/ea-	\$ 19,034.00
50	72" x 72" oak pallets	10.00/ea	500.00
1	grid cantilever rack	300.00.	300.00
1	16 sectional steel panel rack	5000.00	5000.00
1	6 section long bay heavy-duty all purpose rack with platform	11000.00	11000.00
			<u>\$ 35,834.00</u>
		less 5% disc.	-1791.70
			<u>34,042.30</u>
		+ 5% sales tax	1702.12
		<b>TOTAL</b>	<u>\$ 35,744.42</u>

35744.42  
12/6/86  
2482  
NW

SUPPLY DIVISION

ITEM #	DEPT	ACCT	BLDG	ASSET NO.	QTY	DESCRIPTION	ACQU DATE	EST. LIFE	D T M C	COST	RESERVE	STATUS	PERIOD EXPENSE	PROJECTED PROVISION
1	6570	0000	0000	00042935-00		FLATBED TRAILER FWN191601	5/82	5-00	0 7	2,500.00	2,309.66	OK	23.79	118.97
2	6570	0000	0000	00048824-00	1	CURTIAN VAN ON SN FWN191601	2/84	5-00	3 7	13,058.65	9,402.26	OK	174.12	1,446.48
3	6570	0000	0000	00048824-01		FREIGHT ON TRAILER SN191601	3/84	5-00	3 7	823.20	581.16	NA	11.52	92.16
4	6570	0000	0000	000J6451-00		TRACTOR LEA IHTDF273CGB11813	12/85	4-00	3 0	32,962.20	12,360.87	OK	1,373.43	8,240.52
5	6570	0000	0000	000J6470-00	1	1979 INTL HARVESTER MODEL 1954	2/88	5-00	3 0	10,000.00	2,333.31	OK	333.33	2,666.64
6	6570	0000	0000	97095080-00	1	TRAILMOBILE UNIT 4248	5/84	5-00	3 0	445.00	301.72	OK	6.83	50.76
										59,789.05	27,288.98		1,923.02	12,615.53
COST ACCOUNT TOTALS										59,789.05	27,288.98		1,923.02	12,615.53
DEPARTMENT TOTALS										59,789.05	27,288.98		1,923.02	12,615.53
ACCOUNT TOTALS										59,789.05	27,288.98		1,923.02	12,615.53

Mailed to Secured Party

Not subject to recordation tax, Debtor has multiple names and addresses.

COPY FOR FILING

FINANCING STATEMENT

- Not Subject to Recordation Tax  To Be Recorded in Anne Arundel Co.
- Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_

NAME	ADDRESS			
1. Debtors(s) (or assignor(s) )	No.	Street	City	State
Computers To Go-Marley Station	8137	K. Govenor Ritchie Highway	Pasadena	MD 21122

2. Secured Party (or assignee)  
 CENTRAL BANK, 201 N. Charles Street Baltimore, MD 21201

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

- All accounts receivable now existent or hereafter created.
- All inventory, raw materials, work in process and supplies owned or hereafter acquired.
- All machinery, equipment, furniture and fixtures, now owned or hereafter acquired, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection therewith.

RECORD FEE 11.00  
 POSTAGE .50  
 NOV 6 1987 0771 AM 100-51  
 NOV 1 87

CHECK  THE LINES WHICH APPLY

- 4.  (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below:
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

TB

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: CENTRAL BANK By: <u>Michael P. Glump</u> Type Name <u>Michael P. Glump</u> Title <u>Senior Vice President</u>	Debtor(s) or Assignor(s) <u>Computers To Go-Marley Station, Inc.</u> By: <u>[Signature]</u> <u>Michael Schneyer, President</u>
--	---

Type or Print Name and Title of Each Signature

Mailed to Secured Party

11/50

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

200702

FINANCING STATEMENT

DATE: March 12, 1987

(~~XXX~~) Not Subject to Recordation Tax

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

NAME OF DEBTOR (S): Johnson and King Contracting Company, Inc.

ADDRESS:

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT  
ADDRESS: P.O. BOX 751  
ANNAPOLIS, MARYLAND 21404

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

1973 Caterpillar Model 951B front end loader Serial Number 86J975

RECORD FEE 11.00  
RECORDED  
102677 CTM MI TOV 06  
APR 1 87

*JB*

Mailed to Secured Party

DEBTOR(S):

SECURED PARTY:

Johnson and King Contracting Co., Inc. ANNAPOLIS FEDERAL SAVING BANK  
(Company Name)

BY: *James Johnson* Pres.

BY: \_\_\_\_\_

BY: *John M. Crook*  
(Authorized Signature)

BY: \_\_\_\_\_

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.)

*11/30*

FINANCING STATEMENT FORM UCC-1

Identifying File No. 266793

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

If transaction or transactions wholly or partially subject to 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. ~~XXXXXX~~ Lessee:

Name Rawlings and Rawlings Welding

Address 1806 Virginia Ave., Annapolis, MD 21401

2. SECURED PARTY Lessor:

Name Century Equipment Leasing Corporation

Address P.O. Box 157, Willow Grove, PA 19090

RECORD FEE 12.00  
#02705 0777 001 109415  
APR 1 87

Return to

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

TB

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

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

(1) Lincoln Shield Arc Welder #SA200

Name and address of Assignee  
Cheltenham Bank  
50 Huntingdon Pike  
Rockledge, PA 19111

S/N 1070542 Mail to

"NOT SUBJECT TO RECORDATION TAX."

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

Donald Frederick Rawlings, Jr.

Donald Frederick Rawlings, Jr. Owner

Rawlings and Rawlings Welding

Type or Print Above Signature on Above Line

Sandy Haggerty

(Signature of Secured Party)

Asst. Secy.

Century Equipment Leasing Corporation

Type or Print Above Signature on Above Line

12 50

200701

BOOK 510 PAGE 105

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) Bosley, Julian & Juanita 442 Magothy Bridge Road 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) RECORD FEE 12.00 POSTAGE .50 #02715 0777 AM 109:26 APR 1 '87
4 This financing statement covers the following types (or items) of property.  4 replacement windows  CONDITIONAL SALES CONTRACT TAX EXEMPT Mail to		5 Assignee(s) of Secured Party and Address(es) Barclays American/Fin. 424 Maple Avenue East Vienna, Virginia 22180

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

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

Filed with ANNE ARUNDEL COUNTY

By Julian Bosley  
 JULIAN BOSLEY  
Juanita M. Bosley  
 Signature(s) of Debtor(s)  
 JUANITA M BOSLEY

By J. E. Brewer  
 U.S.E.C.C.  
 Signature(s) of Secured Party(ies)  
 JANN DOE BREWER

(1) Filing Officer Copy - Alphabetical  
 Whse Cont 11179008

STANDARD FORM - FORM UCC-1.

TB

200795

BOOK 510 PAGE 1083

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) Correll, Mary 13 Lincoln Parkway 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)  RECORD FEE 11.00 POSTAGE .50 #02716 0777 RM1 109#27 APR 1 87
4 This financing statement covers the following types (or items) of property  18 replacement windows  CONDITIONAL SALES CONTRACT TAX EXEMPT <span style="float: right;">Mail to</span>		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: Mary A. Correll  
 Signature(s) of Debtor(s)  
 MARY A. CORRELL

By: JED  
 Signature(s) of Secured Party(ies)  
 U.S.E.C.C.  
 JOHN JOEBRUNEK

STANDARD FORM - FORM UCC-1.

(1) Filing Office Copy - Alphabetical  
 Whse Cont 11179008

200796

BOOK 510 pg 107

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)

Pawloski, B. Richard + Mary  
1510 Patuxent Manor Rd.  
Davidsonville, Md.  
21035

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  
#02717 0777 DOI 109:29  
APR 1 1987

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

8 Double Hung style Energy Lock  
III thermal replacement windows.  
Includes capping, sunglasses & screens.  
CONDITIONAL SALES CONTRACT  
THE EXEMPT

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

Barclays American/Fin.  
424 Maple Avenue East  
Vienna, Virginia 22180

Mail to

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

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

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

Filed with ANNE ARUNDEL COUNTY

*B. Richard Pawloski*  
B. RICHARD PAWLOSKI  
By *Mary K Pawloski*  
Signature(s) of Debtor(s)  
MARY K. PAWLOSKI

U.S. ENERGY  
By *John Doebruner*  
Signature(s) of Secured Party(ies)  
JOHN DOEBRUNER

(3) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Whse Cont 11179008

206707

BOOK 510 PAGE 105

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)  
Johns, Jerry W. & Anna May  
6409 Continental Drive  
Glen Burnie, Md. 21061

2 Secured Party(ies) and address(es)  
U.S. Energy Conservation Corp.  
6911 Richmond Highway  
Alexandria, Virginia 22306

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

RECORD FEE 12.00  
POSTAGE .50  
#02719 0777 R01 109:28  
APR 1 87

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

6 Double Hung style Energy Lock III  
thermal windows with colonial murtras.  
1 Magna Glide TR8000 6ft Patio  
Door. CONDITIONAL SALES CONTRACT  
TAX EXEMPT

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

Barclays American/Fin.  
424 Maple Avenue East  
Vienna, Virginia 22180

Mail to

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

- already subject to a security interest in another jurisdiction when it was brought into this state
- which is proceeds of the original collateral described above in which a security interest was perfected

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

Filed with ANNE ARUNDEL COUNTY

By Jerry W. Johns  
Anna May Johns  
Signatures(s) of Debtor(s)  
JERRY W. JOHNS  
ANNA MAY JOHNS

By John Doebner  
U.S.E.C.C.  
Signatures(s) of Secured Party(ies)  
JOHN DOEBNER

(1) Filing Office Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

260793

510 109

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code 3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)  
Gillum, Robert R. + Joyce A.  
7940 Tower Ct Rd.  
Severna, Md. 21144

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  
#02717 0777 MI 109:30  
APR 1 87

4. This financing statement covers the following types (or items) of property  
7 Double Hung style Energy Rock III  
thermal replacement windows. Includes  
capping, sunglasses & screens.  
CONDITIONAL SLES CONTRACT  
TAX EXEMPT

5 Assignee(s) of Secured Party and Address(es)  
Barclays American/Fin.  
424 Maple Avenue East  
Vienna, Virginia 22180

Mail to

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

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

Filed with ANNE ARUNDEL COUNTY

By *Robert R. Gillum*  
ROBERT R. GILLUM  
Signature(s) of Debtor(s)  
By *Joyce Gillum*  
JOYCE GILLUM  
Signature(s) of Debtor(s)

By *U.S.E.C.C.*  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1. JOHN ABERNETHY

III Filing Office Copy - Alphabetical

Whse Cont 11179008

206709

BOOK 510 PAGE 110

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)  
Wash, Darrel & Mary Jo  
231 Nottingham Road  
Sherwood Forest, Md 21405

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  
#02720-0777 R01 109:31  
APR 1 87

TB

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

10 replacement windows

CONDITIONAL SALES CONTRACT  
TAX EXEMPT

Mail to

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

Barclays American/Fin.  
424 Maple Avenue East  
Vienna, Virginia 22180

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

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected

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

Filed with ANNE ARUNDEL COUNTY

By *Mary Jo Wash*  
*Darrel P Wash*  
Signature(s) of Debtor(s)  
DARREL P WASH

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

STANDARD FORM - FORM UCC-1. JOHN DOEBRNER

(1) Filing Office Copy - Alphabetical

Whse Cont 11179008

BOOK 510 PAGE 111

206800

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)  
Toddes, John  
2553 Cheval Drive  
Gambrills, Md 21054

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  
APR 1 1987  
102721 0777 001 109:31

4 This financing statement covers the following types (or items) of property  
  
9 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

Mail to

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

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented  
Filed with ANNE ARUNDEL COUNTY

By John E. Toddes  
Signature(s) of Debtor(s)  
JOHN E. TODDES

By John Doeblner  
Signature(s) of Secured Party(ies)  
U.S.E.C.C.  
JOHN DOEBELNER

STANDARD FORM - FORM UCC-1

BOOK 510 PAGE 112

200801

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)

Knotts, Leslie & Debra  
1246 Brietwert Avenue  
Odenton, Md 21113

2 Secured Party(ies) and address(es)

U.S. ENERGY CONSERVATION CORP.  
6911 RICHMOND HIGHWAY, #490  
ALEXANDRIA, VIRGINIA 22306

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

RECORD FEE 12.00  
POSTAGE .50  
NOV 22 0777 AM 10:31  
NOV 1 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  
~~Secured Party~~ AMERICAN/FIN.  
424 MAPLE AVENUE, EAST  
VIENNA, VIRGINIA 22180

Mail to

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

- already subject to a security interest in another jurisdiction when it was brought into this state
- which is proceeds of the original collateral described above in which a security interest was perfected

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

Filed with ANNE ARUNDEL COUNTY

By  Leslie Ruth Knott  
LESLIE RUTH KNOTTS  
 Debra Ann Knotts  
DEBRA ANN KNOTTS  
Signature(s) of Debtor(s)

By U.S.E.C.C.  
JED p.m.  
Signature(s) of Secured Party(ies)  
JOHN DOEBRNER

STANDARD FORM - FORM UCC-1.

(1) Filing Office Copy - Retained

BOOK 510 PAGE 113

200872

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)

Thaxter, Kenneth & Kristen  
1455 Washington Avenue  
Severn, Md 21144

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  
#02723 0777 901 109:32  
# 1 87

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

3 replacement windows

CONDITIONAL SALES CONTRACT  
TAX EXEMPT

Mail to

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

Barclays American/Fin.  
424 Maple Avenue East  
Vienna, Virginia 22180

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

- already subject to a security interest in another jurisdiction when it was brought into this state
- which is proceeds of the original collateral described above in which a security interest was perfected

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

Filed with ANNE ARUNDEL COUNTY

By  Kenneth Allen Thaxter  
KENNETH ALLEN THAXTER  
By  Kristen Frances Thaxter  
KRISTEN FRANCES THAXTER

Signature(s) of Debtor(s)

By U.S.E.C.C.  
JOHN JOEBRINER  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Office Code, Alphabetical

Whse Cont 11179008

BOOK 510 PAGE 114

200873

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)

New, John Arthur  
425 3rd Ave. S.W.  
Glen Burnie, Md. 21061

2 Secured Party(ies) and address(es)

U.S. Energy Conservation Corp.  
6911 Richmond Highway  
Alexandria, Virginia 22306

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

RECORD FEE 11.00  
POSTAGE .50  
APR 24 0777 901 109:32  
APR 1 87

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

9 Double Hung style Energy Pack III  
Thermal Windows.

Includes capping, sunglasses & screens.  
CONDITIONAL SALES CONTRACT Mail to  
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)  
JOHN A NEW

By

U.S.E.C.C.  
*[Signature]*  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1 - JONN DOEBRNER

BOOK 510 PAGE 115

206874

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)  
Wolfe, Robert D. + Denise L.  
7258 Forest Ave.  
Hanover, Md. 21076

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  
APR 27 1987  
077 001 109 34

4 This financing statement covers the following types (or items) of property  
1 Three section slider Energy lock III  
4 Double Hung style Energy lock III  
Includes capping, surglass & 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

Mail to

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

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

Filed with: ANNE ARUNDEL COUNTY

By Robert D. Wolfe  
ROBERT D. WOLFE  
+ Denise L. Wolfe  
DENISE L. WOLFE  
Signatures(s) of Debtor(s)

By John Doberner  
U.S.E.C.C.  
JOHN DOBERNER  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

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 C.A.S. Inc. C/O Tires Plus  
Address 4159 Mountain Pasadena, MD 21122

2. ~~SECURED PARTY~~ Lessor:

Name CENTURY EQUIPMENT LEASING CORPORATION  
Address 709 N. Easton Road Willow Grove, PA 19090  
P.O. Box 157

RECORD FEE 12.00  
POSTAGE 50  
102752 0040 101 110:25  
APR 1 97  
TB

Person And Address To Whom Statement Is To Be Returned 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 FM7600 Tire Changer
- 1 FM5800 Computer Balancer 3PH 230V
- 1 FM66001 Mag Cushion
- 1 FMC 772 Deluxe Hoist Rack
- 1 FMC 751 Bolster
- 1 FMC 9008 Deluxe alignment system
- 1 NORCO 82920 Jack
- 1 EQ 71500 5 Ton Floor Jack
- 1 EQ 71260 2½ Ton Jack
- 1 EQ81004 3 Ton Jack Stand Pair

Name and address of Assignee  
The Phila. National Bank  
212 S. York Road  
Hatboro, PA 19040

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

NOT SUBJECT TO RECORDATION TAX

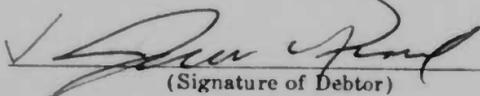
CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

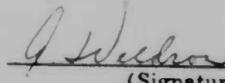
  
(Signature of Debtor)

C.A.S. Inc. C/O Tires Plus  
Type or Print Above Name on Above Line

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

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

1260

  
(Signature of Secured Party)

Asst. Secy.  
CENTURY EQUIPMENT LEASING CORPORATION  
Type or Print Above Signature on Above Line

BOOK 510 PAGE 117

200516

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)

ECONOCOM-USA, INC.  
845 Crossover Lane  
Memphis, Tennessee 38117

2 Secured Party(ies) and address(es)

Bank of Lincolnwood  
4433 W. Touhy Avenue  
Lincolnwood, Illinois  
60646

3 Maturity date (if any):

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

RECORD FEE 11.00  
POSTAGE .50  
#02753 CO40 ROL 119125  
APR 1 87

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

Accounts, contract rights, chattel paper, and instruments consisting of Equipment Schedule No. 1 dated August 15, 1986 to Master Lease Agreement No. 081586 dated August 15, 1986 between ECONOCOM-USA, INC. as Lessor and Jones Intercable, Inc. as Lessee (together with all rentals and other payments due and to become due thereunder including all casualty, termination, and insurance loss payments) and the equipment therein

ASSIGNEE OF SECURED PARTY

described together with the proceeds thereof. The Debtor has no right to dispose of the collateral. Equipment is described in Section 1E on attached Schedule "A" and is located as described in Section 1E on attached Schedule "A". Not subject to Recordation Tax.

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered.

Filed with: ANNE ARUNDEL CTY, MARYLAND

No. of additional Sheets presented:

ECONOCOM-USA, INC.

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

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

(1) Filing Officer Copy - Alphabetical

1150

Mailed to Secured Party

JONES INTERCABLE, INC.  
SCHEDULE "A"

BOOK 510 PAGE 118

Section 1A

<u>Model</u>	<u>Qty</u>	<u>Description</u>	<u>Purchase Price</u>	<u>Serial No.</u>
2633 Tennessee N.E. Albuquerque, New Mexico 87190				
C1126	2	300 LPM Printer	\$ 16,720.00	N43189, N42918
C1277	2	28 Port Mux/Modem	15,820.00	393113, 393135
C1147	24	Q/S Workstation	36,000.00	*See Below
Subtotal			\$ 68,540.00	

Section 1B

707 West Saratoga  
Shawnee, Oklahoma 74801  
(includes McCloud, Meeker, Prague)

C1147	3	Q/S Workstations	\$ 4,500.00	
C1261	2	4 Port Mux/Modem	5,000.00	
C1126	1	300 LPM Printer	8,360.00	
Subtotal			\$ 17,860.00	

Section 1C

919 South Main  
St. George, Utah 84770

C1147	2	Q/S Workstations	\$ 3,000.00	
C1261	2	4 Port Mux/Modem	5,000.00	
C1230	1	125 LPM Printer	2,960.00	
Subtotal			\$ 10,960.00	

Section 1D

108 West Houston  
Marshall, Texas 75670  
(includes Atlanta/Queen City, Hallsville, Jefferson)

C1147	4	Q/S Workstations	\$ 6,000.00	
C1261	2	4 Port Mux/Modem	5,000.00	
C1126	1	300 LPM Printer	8,360.00	
Subtotal			\$ 19,360.00	

Section 1E

815 Route 3  
Anne Arundel, Maryland 21054

C1147	13	Q/S Workstation	\$ 19,500.00	*See Below
C1126	1	300 LPM Printer	8,360.00	43358
C1274	2	16 Port Mux/Modem	11,080.00	503470, 431247
Subtotal			\$ 38,940.00	

\*2712226-2, 2711895-2, 2711549-2, 2712010-2, 2712220-2, 2712656-2, 2712016-2, 2712020-2,  
2712005-2, 2711900-2, 2712222-2, 2712006-2, 2712023-2, 2712019-2, 2712012-2, 2712024-2,  
2713382-2, 2713457-2, 2714373-2, 2713385-2, 2713377-2, 2714226-2, 2713466-2, 2713021-2

\*2717179-2, 2716499-2, 2717035-2, 2717048-2, 2716474-2, 2717194-2, 2716317-2, 2717033-2,  
2716461-2, 2716309-2, 2716484-2, 2716305-2, 2716312-2,

200877

BOOK 510 PAGE 119

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

1 Debtor (Name First) and address(es)  
LESSEE

Jones Intercable, Inc.  
9796 E. Mineral Ave.  
Englewood, CO 80112

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

ECONOCOM-USA, INC.  
845 Crossover Lane  
Memphis, TN 38117

3 Maturity date (if any):

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

RECORD FEE 11.00  
POSTAGE .50  
#02754 C040 H01 T10:26

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

Filed for information purposes only to evidence that the personal property described in Section 1E on the attached Schedule "A", is leased under that certain Equipment Schedule No. 1 dated August 15, 1986 to Master Lease Agreement No. 081586 dated August 15, 1986 between ECONOCOM-USA, INC. as Lessor and Jones Intercable, Inc. as Lessee. The parties acknowledge that the said lease is a true lease.

ASSIGNEE OF SECURED PARTY  
Bank of Lincolnwood  
4433 W. Touhy Avenue  
Lincolnwood, Illinois  
60646

Not subject to recordation tax

APR 1 87

TB

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

Filed with:

ANNE ARUNDEL COUNTY, MARYLAND

JONES INTERCABLE, INC.

ECONOCOM-USA, INC.

By:

Signature(s) of Debtor(s)

*Vice President*

By:

Signature(s) of Secured Party(ies)

*DC Reed*

(1) Filing Officer Copy—Alphabetical

11 50

Mailed to Secured Party

JONES INTERCABLE, INC.  
SCHEDULE "A"

BOOK 510 PAGE 120

Section 1A

Model	Qty	Description	Purchase Price	Serial No.
2633 Tennessee N.E. Albuquerque, New Mexico 87190				
C1126	2	300 LPM Printer	\$ 16,720.00	N43189, N42918
C1277	2	28 Port Mux/Modem	15,820.00	393113, 393135
C1147	24	Q/S Workstation	36,000.00	*See Below
Subtotal			\$ 68,540.00	

Section 1B

707 West Saratoga  
Shawnee, Oklahoma 74801  
(includes McLoud, Meeker, Prague)

C1147	3	Q/S Workstations	\$ 4,500.00	
C1261	2	4 Port Mux/Modem	5,000.00	
C1126	1	300 LPM Printer	8,360.00	
Subtotal			\$ 17,860.00	

Section 1C

919 South Main  
St. George, Utah 84770

C1147	2	Q/S Workstations	\$ 3,000.00	
C1261	2	4 Port Mux/Modem	5,000.00	
C1230	1	125 LPM Printer	2,960.00	
Subtotal			\$ 10,960.00	

Section 1D

108 West Houston  
Marshall, Texas 75670  
(includes Atlanta/Queen City, Hallsville, Jefferson)

C1147	4	Q/S Workstations	\$ 6,000.00	
C1261	2	4 Port Mux/Modem	5,000.00	
C1126	1	300 LPM Printer	8,360.00	
Subtotal			\$ 19,360.00	

Section 1E

815 Route 3  
Anne Arundel, Maryland 21054

C1147	13	Q/S Workstation	\$ 19,500.00	*See Below
C1126	1	300 LPM Printer	8,360.00	43358
C1274	2	16 Port Mux/Modem	11,080.00	503470, 431247
Subtotal			\$ 38,940.00	

\*2712226-2, 2711895-2, 2711549-2, 2712010-2, 2712220-2, 2712656-2, 2712016-2, 2712020-2,  
2712005-2, 2711900-2, 2712222-2, 2712006-2, 2712023-2, 2712019-2, 2712012-2, 2712024-2,  
2713382-2, 2713457-2, 2714373-2, 2713385-2, 2713377-2, 2714226-2, 2713466-2, 2713021-2

\*2717179-2, 2716499-2, 2717035-2, 2717048-2, 2716474-2, 2717194-2, 2716317-2, 2717033-2,  
2716461-2, 2716309-2, 2716484-2, 2716305-2, 2716312-2,

FINANCING STATEMENT

1. DEBTOR:

CONDERE CORPORATION  
f/k/a S&A TRUCK TIRE SALES AND  
SERVICE CORPORATION  
500 Sargent Drive  
New Haven, Connecticut 06536  
and  
Kelly Avenue And Concord Street  
Natchez, Mississippi 39102

2. SECURED PARTY:



PERPETUAL SAVINGS BANK, F.S.B.  
1440 New York Avenue  
Suite 200  
Washington, D.C. 20005

RECORD FEE 14.00  
POSTAGE .50  
APR 1 1987  
110:31  
D040

TO

Attention: J. David Kommalan,  
Vice President

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

a. All of the Debtor's right, title, and interest in and to all of the tangible and intangible assets and/or property rights of the Debtor, including, but not limited to the following kinds and types of property owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements, and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:

- (i) All of the Debtor's Accounts, Instruments, Documents, Chattel Paper, General Intangibles, Equipment and Goods as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;
- (ii) All of the Debtor's Contract Rights as that term is defined in the 1962 version of the Uniform Commercial Code, as well as all contracts with customers, deposits and prepayments;
- (iii) All of the Debtor's Fixtures as that term is defined by the common law of the state in which the fixtures are physically located;
- (iv) All of the Debtor's Accounts, Contract Rights, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products

1450

thereof, and all rights thereto, arising from the sale of or providing of Inventory, Goods, or services by the Debtor to customers or arising from or related to any factoring arrangement, as well as all rights of any kind of the Debtor to receive payment or credit from any person (all of the foregoing being hereafter, "Receivables");

- (v) All of the Debtor's inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor, in the course of transport to or from customers, or held at storage locations (all of the foregoing being hereafter, "Inventory") including, but not limited to, all consigned Inventory;
- (vi) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;
- (vii) All monies, bank accounts, or deposits with any financial institution and all rights to tax refunds;
- (viii) All franchises, subfranchises, rights to distribute, sales agencies, rights as insured, warranty rights, leases, rights to indemnification, rights as insured, including the right to be provided a defense, warranty rights, licenses, permits, concessions and concession rights, customer lists, yellow page and trade journal listings, telephone numbers, trade names;
- (ix) General intangibles in the form of patents, patent applications, trademarks, tradenames, trade secrets, service marks and copyrights, (together with the right to sue for past, present, or future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements thereon);
- (x) All rights of the Debtor as a secured party with respect to collateral security now or hereafter securing any of the obligations of third parties to the Debtor, together with all Agreements and instruments evidencing or creating any such security;
- (xi) General Intangibles in the form of goodwill; and
- (xii) The Purchase Agreement dated March 5, 1987 by and between the Armstrong Rubber Company and the Debtor, and all documents executed in connection therewith and all of the Debtor's right, title, and interest therein, including all rights of enforcement.

BOOK 510 100

- (xiii) All records relating to or pertaining to any of the above.
- b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. The proceeds and products of all the collateral are covered, and all future advances and after acquired property are secured.

**SECURED PARTY:**

PERPETUAL SAVINGS BANK, F.S.B.  
A Federal Savings Bank

**DEBTOR:**

CONDERE CORPORATION,  
A Delaware Corporation, f/k/a  
S&A TRUCK TIRE, SALES AND  
SERVICE CORPORATION

By: [Signature] (SEAL)  
J. David Kommalan,  
Vice President

By: [Signature] (SEAL)  
Dennis T. Terwilliger,  
President

Date: March 16, 1987

Date: March 16, 1987

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

Patrick Ash, Legal Assistant  
Gebhardt & Smith  
Ninth Floor  
The World Trade Center  
Baltimore, Maryland 21202  
File No.: (LJG) 6109

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

6109  
C-02.02  
FS 3

BOOK 510 124

206803

4 <input type="checkbox"/> Filed for record in the real estate records	5 <input type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented
1 Debtor(s) (Last Name First) and address(es) Compucorp., Inc. P.O. Box 1478 Glen Burnie, MD 21061	2 Secured Party(ies) and address(es) <b>CONTINENTAL FINANCIAL RESOURCES, INC.</b> 329 Washington Street Woburn, MA 01801	3 For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50 #02772 0040 R01 110-53 APR 1 87

7. This financing statement covers the following types (or items) of property Lease #1756 City                     

Equipment:  
 (1) Compaq 386 Computer Model 130 with keyboard and 40MB tape backup s/n 108074-001  
 (1) Deskpro Model 386-130 1MB s/n 4651AJ3B1053

Equipment Location: 6372 Centennial Circle Suite D Glen Burnie, MD 21061 Not Subject to Recordation Tax

Assign To: Framingham Trust  
5 Whittier Street  
Framingham, MA 01701

This transaction is a true lease and is not intended by the parties as a secured transaction. Filing is only intended to make the true lease a matter of public record. The lessor is the owner of such property including all accessories, attachments, additions and any substitutions of similar equipment types, and the lessee has no rights, express or implied to sell, exchange, encumber or otherwise dispose of such property.

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	Compucorp., Inc.  <i>Michael Ardun</i> Signature(s) of Debtor (Or Assignor)	<b>CONTINENTAL FINANCIAL RESOURCES, INC.</b>  <i>[Signature]</i> Signature(s) of Secured Party (Or Assignee)
--	--	---

Mailed to Secured Party

STATE OF MARYLAND BOOK 510 PAGE 125 266810  
 FINANCING STATEMENT FORM UCC-1 Identifying File No. \_\_\_\_\_

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

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

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

This financing statement Dated 11/5/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cargo Specialists, Inc.  
 Address P O Box 8687, BWI Airport, Md. 21240 RECORD FEE 11.00

2. SECURED PARTY

Name Elkridge National Bank POSTAGE .50  
 Address 7290 Montgomery Road, Elkridge, Maryland 21227 #02773 0040 R01 T10#54 APR 1 87

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

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

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

- a. Inventory: All inventory of Debtor, whether now owned or hereafter acquired and whenever located
- b. Accounts and other Rights to Payment: Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property by Debtor.

Mailed to Secured Party

CHECK  THE LINES WHICH APPLY

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

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

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

Cargo Specialists, Inc.  
 By: [Signature]  
 (Signature of Debtor)

Richard A. Graviano, President  
 Type or Print Above Name on Above Line

By: [Signature]  
 (Signature of Debtor)

Michael M. Flaherty, V.P.  
 Type or Print Above Signature on Above Line

Elkridge National Bank

[Signature]  
 (Signature of Secured Party)

Adolphus W. Emmons, III, Commercial Lender  
 Type or Print Above Signature on Above Line

1150

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

Anne Arundel Co.

BOOK 510 PAGE 126

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 246943 recorded in Liber 460, Folio 531 on April 15, 1983 (date).

1. DEBTOR(S):

Name(s): Cargo Specialist, Inc.
Address(es): Cargo Complex Building B, Door 32
Baltimore-Washington International Airport
Baltimore, Maryland 21240

2. SECURED PARTY:

Name: Equitable Bank N.A.
Address: 100 S. Charles St.
Baltimore, Maryland 21201

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

RECORD FEE 10.00
POSTAGE .50
APR 15 1983

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

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

8.

Mailed to Secured Party

9. DEBTOR:

SECURED PARTY:

EQUITABLE BANK, National Association

By Barbara A. Wykowski
Barbara Wykowski, Corporate Banking Officer

(Type Name and Title)

1050

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 2/2/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Accutech Corporation  
Address 809 Parkwood Court, Baltimore, MD 21090

RECORD FEE 11.00  
POSTAGE .50  
#02775 0040 R01 T10:56  
APR 1 87

2. SECURED PARTY

Name Wilbur C. Burroughs  
Address 13425 Good Times Court  
Highland, MD 20777

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

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

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

Eltee Pulsitron Model TRM 35 EDM Machine With 60 AMP Power Supply. Machine Serial #154, Control Ser. #1023  
Includes: 2 Axis Sony D.R.O., 3R 6.5 Indexable Head

Mailed to Secured Party

CHECK  THE LINES WHICH APPLY

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

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

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

*Robert J. Mertes, Jr. Pres.*  
(Signature of Debtor)

ROBERT J. MERTES, JR.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Wilbur Burroughs*  
(Signature of Secured Party)

Wilbur Burroughs  
Type or Print Above Signature on Above Line

1/50

Anne Arundel Co.

260912

BOOK 510 PAGE 128

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) American International of Md 5104 York Rd Baltimore, Md. 21212	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Peggy Taylor Attn: _____ 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. 14' X 44' Modular Building/ Serial Number 43359/  
Unit Number 606562  
Location: Camp Meade Rd South./ Linthicum, Md. 21090

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$ 20,000.00

RECORD FEE	11.00
RECORD TAX	140.00
POSTAGE	5.00
802777 0040 RM 110-56	

DEBTOR:  
American International of Md

SECURED PARTY:  
UNION TRUST COMPANY OF MARYLAND

By: D Bruce Rogers / Pres

By: Shairie Morrison / Asst Mgr  
(Type Name)

By: Donald P Rogers / Vice Pres.

March 6, 19 87  
(Date Signed by Debtor)

APR 1 87  
TB

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

Mailed to Secured Party

11/50  
1/40

BOOK 510 - 129

200015

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

STATE CORPORATION COMMISSION  
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)  
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.  
No other name will be indexed.

Clarence Eugene Rector  
Lot #202 Waysons MHP.  
Lothian, Md. 20711

Check the box indicating the kind of statement.  
Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

United Savings Bank  
11419 Sunset Hills Rd.  
Reston, Virginia 22090

Name & address of Assignee

RECORD FEE 11.00  
POSTAGE .50  
#02882- CTT R01 714443  
APR 1 87

Date of maturity if less than five years

Check if proceeds of collateral are covered ( )

Description of collateral covered by original financing statement

1987 Liberty, 52X14, 2BR., serial # 08-L-58491

Mailed to Secured Party

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:

*Clarence Eugene Rector*  
Signature of Debtor if applicable (Date) 3-13-87

*Kelley R. Blake* 3/13/87  
Signature of Secured Party if applicable (Date)

FILING OFFICER COPY

Revised 7-1-82

BOOK 510 FILE 131

AMENDMENT OF FINANCING STATEMENT

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

<p>1. DEBTOR and Address (Last Name First)</p> <p>J. KIM INSTITUTE OF TAE KWON DO INC. 5415 Harford Road Baltimore, Maryland 21214</p>	<p>2. SECURED PARTY and Address</p> <p>Union Trust Company Of Maryland Baltimore &amp; St. Paul Streets Baltimore, Maryland 21203</p>
<p>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</p>	<p>4. RETURN TO:</p> <p>UNION TRUST COMPANY OF MARYLAND BALTIMORE AND ST. PAUL STREETS BALTIMORE, MARYLAND 21203</p>

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 261474 Date April 23, 19 86  
 Record Reference Book 497 Page 218-219

6. Item No. \_\_\_\_\_ of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:

An additional \$100,000 was extended to customer and subject to tax on full amount

RECORD FEE 10.00  
 POSTAGE .50  
 REC'D CO. 110-58  
 APR 1 1987

Mailed to Secured Party

Dated this 14th day of November, 19 86

DEBTOR:

SECURED PARTY:

J. Kim Institute of Tae Kwon Do, Inc.

By: [Signature] Pres.  
Hobby J. Kim (Title)

By: [Signature] VP  
John W. Wright (Title)

UCC-5

Amendments were recorded in more than one county, therefore, tax was paid to SDAT \$ 341.00

10.50

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records at Clerks Office of Anne Arundel County,  
Maryland
- 3.  Not subject to Recordation Tax
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 50,000 The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerks Office of Anne Arundel County, Maryland

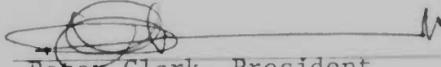
5. Debtor(s) Name(s) Scanro Incorporated Address(es) 7513 Connelly Drive  
Hanover, Maryland 21076

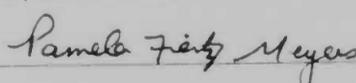
6. Secured Party Maryland National Bank Address 2 N. Charles Street, Suite 300  
Attention Pamela Fiertz Meyers Baltimore, Maryland 21201  
(Mr. Clerk Please return to Maryland National Bank to the department at the address set forth in paragraph 6 above)

RECORD FEE 11.00  
RECORD TAX 17.50  
POSTAGE .50  
#02785 2040 901 111-02  
APR 1 1987  
TD

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.

SCANRO INCORPORATED

 (Seal)  
Peter Clark, President  
\_\_\_\_\_  
\_\_\_\_\_  
(Seal)  
(Seal)

Secured Party  
Maryland National Bank  
 (Seal)  
Pamela Fiertz Meyers, Senior International Officer  
Type name and title

Mailed to Secured Party

MARYLAND NATIONAL BANK

11 - 17.50 .50

CERTIFICATION FOR ALLOCATION  
OF MARYLAND RECORDATION TAX

Date: January 13, 1987

TO: CLERK for the Circuit Court of  
Anne Arundel County  
RE: SCANRO, 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 \$ 388,000
2. Value non-exempt Collateral \$ 19,000
3. Value of Total Collateral \$ 407,000
4. Computation of Amount of Debt Exempt from Recordation Tax:

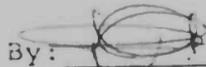
<u>Value of Exempt Collateral</u>	X	<u>Total Amount of Debt Secured</u>	=	<u>Amount of Debt Exempt from Tax</u>
\$ <u>388,000</u>		\$ <u>50,000</u>		= \$ <u>47,666</u>
\$ <u>407,000</u>				

5. Loan Amount - Amount of Debt Exempt from Tax = Amount of Non-Exempt Debt
- |                  |   |                  |   |                 |
|------------------|---|------------------|---|-----------------|
| <u>\$ 50,000</u> | - | <u>\$ 47,666</u> | = | <u>\$ 2,334</u> |
|------------------|---|------------------|---|-----------------|

6. Recordation Tax Due on Non-Exempt Debt:

<u>Amount of Non-Exempt Debt</u>	X	<u>Tax Rate Per \$1,000</u>	=	<u>Recordation Tax Due</u>
\$ <u>2,334</u>		\$ <u>7.00</u>		= \$ <u>14.00</u> <sup>\$17.50</sup>

*Pamela  
Hertz  
Maryland  
National  
Bank*

By: 

Peter Clark  
President  
SCANRO INC.  
7513 Connelley Drive  
Hanover, MD 21076

Mailed to Secured Party

March 30, 1987

BOOK 510 PAGE 133

200514

TO BE RECORDED AMONG THE LAND RECORDS  
AND CHATTEL RECORDS OF THE STATE OF MARYLAND

FINANCING STATEMENT

DEBTOR: ANnapolis COMMERCE PARK LIMITED  
PARTNERSHIP  
a Maryland Limited Partnership

ADDRESS OF DEBTOR: c/o Peter C. Gabardini, Jr.  
910 F Bestgate Road  
Annapolis, MD 21401

SECURED PARTY: METROPOLITAN FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF BETHESDA

ADDRESS OF SECURED PARTY: 7901 Wisconsin Avenue  
Bethesda, Maryland 20814-9952

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

1. All machinery, apparatus, equipment, carpets, furniture, furnishings, drapes, appliances, tubs, sinks, basins, fittings, fixtures and articles of personal property of every kind and nature whatsoever, other than consumable goods, and now or hereafter located in or upon the hereinafter described real estate or any part thereof, and used or usable in connection with any present or future operation of said real estate, and now owned or hereafter acquired by the Debtor, to the full extent of Debtor's right, title, interest or equity therein, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, beds, refrigerators, cabinets, partitions, ducts and compressors.

2. All awards, payments or insurance proceeds, including interest thereon, and the right to receive the same, which may be made with respect to the hereinafter described real estate or improvements now or hereafter erected thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, (c) any other injury to or decrease in the value of said real estate or improvements.

18.00  
.50

APR 25 11:22

APR 1 87

3. All right, title and interest, present, future or inchoate, of the Debtor in and to any and all sewer and water taps now and hereafter affecting all or any portion of the hereinafter described real estate or the improvements now or hereafter erected thereon;

10

4. All right, title and interest, present, future or inchoate, of Debtor in and to all leases and hotel management agreements now or hereafter affecting all or any portion of the hereinafter described real estate or the improvements now or hereafter existing thereon.

*Handwritten initials*

*Handwritten initials*

BOOK 510 PAGE 134

II. The above described goods, property, interest and rights are located at or relate to real estate and the improvements now or hereafter erected thereon situate, lying and being in Anne Arundel County, State of Maryland, bounded and described as follows:

See Exhibit A attached hereto and made part hereof.

III. This Financing Statement publicizes a Deed of Trust of even date herewith, and to be recorded immediately prior hereto among the Land Records of Anne Arundel County, State of Maryland, securing a debt to the Secured Party in the principal amount of \$11,000,000.00. The appropriate amount of Recordation Taxes, if any, have been paid in connection with the recordation of said Deed of Trust among the Land Records of Anne Arundel County, Maryland.

IV. Proceeds of the collateral are also covered.

DEBTOR:

ANNAPOLIS COMMERCE PARK LIMITED PARTNERSHIP  
a Maryland Limited Partnership

BY *Peter C. Gabardini, Jr.*  
Peter C. Gabardini, Jr.  
Managing General Partner

Witness:

*A. L. H. H. H.*

CREDITOR:

METROPOLITAN FEDERAL SAVINGS AND LOAN ASSOCIATION OF BETHESDA

BY *Michael A. H. H. H.*  
Counsel

Witness:

*A. L. H. H. H.*

TO THE FILING OFFICER: AFTER THIS FINANCING STATEMENT HAS BEEN RECORDED, PLEASE MAIL TO:

U V

EXHIBIT "A"  
TO  
FINANCING STATEMENT

BOOK 510 PAGE 135

PARCEL 1:

BEGINNING for the same at a point in the centerline of the Old W. B. & A Railroad right of way; said point being further located at the beginning of the North 72° 48' 22" East, 338.50 foot line of Parcel Two in the conveyance from Louis M. Strauss, trustee to Kenneth Morcombe, et al., by deed dated May 2, 1979 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3208, folio 120;

THENCE from said point of beginning being so fixed and running with the above mentioned line North 72° 48' 22" East, 338.50 feet; said line being the same as the South 72° 48' 22" West, 338.50 foot line of the conveyance from Kenneth F. Morcombe to the Baltimore Gas and Electric Co., by deed dated December 28, 1970 and recorded in the Land Records of Anne Arundel County, Maryland in Liber 2381, folio 707; to a point in the west side of a 50 foot wide permanent easement with the use in common as described and shown on a plat recorded with said conveyance from Morcombe to Baltimore Gas & Electric (2381/707);

THENCE running with the west side of said 50 foot wide permanent easement South 17° 11' 38" East, 70 feet to a point at the southernmost corner of said easement;

THENCE running across part of the south end of said 50 foot wide permanent easement, North 72° 48' 22" East, 10 feet to a point at the westernmost corner of a 40 foot road and also at the Northernmost corner of Lot 8 as shown on the Plat of Pine View and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 259, folio 108;

THENCE still running with the outlines of the above mentioned Parcel Two in the conveyance from Strauss to Morcombe and running with the west side of said 40 foot road and with the east side of Lot 8 as shown on said Plat of Pine View, South 17° 11' 38" East, 175 feet to a point on the North side of Bestgate Road;

THENCE running with the north side of Bestgate Road and with the front line of Lots 8, 9, 10 and 11 as shown on said Plat of Pine View, South 72° 58' 22" West, 228.02 feet to a point in the east right of way line of the above mentioned W. B. & A. Railroad;

THENCE leaving the above mentioned conveyance from Strauss to Morcombe and running with the right of way line of the W. B. & A. Railroad, South 31° 06' 59" East, 46.18 feet to a point;

THENCE South 73° 08' 01" West, 39.37 feet to a point;

THENCE still with said right of way line South 31° 06' 12" East, 29.61 feet to a point on the north side of Bestgate Road as now located;

THENCE running with the north side of Bestgate Road and running across the W. B. & A. Railroad property, South 34° 54' West, 21.89 feet to a point in the centerline of said railroad;

THENCE leaving Bestgate and running with the centerline of said Railroad, North 31° 06' 12" West, 341.46 feet to the place of beginning;

CONTAINING 1.8366 acres and, as described by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors;

BEING a part of Parcel Two in the conveyance from Louis M. Strauss, Trustee, to Kenneth Morcombe, et al., by deed dated May 2, 1979 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3208, page 120 and being a part of the conveyance from the Baltimore Gas & Electric Company to Kenneth F. Morcombe by deed dated December 9, 1970 and recorded among the Land Records in Liber 2381, page 737 and being part of the conveyance from the Baltimore Gas & Electric Company to Kenneth F. Morcombe by deed dated December 9, 1970 and recorded among the Land Records in Liber 2381, page 733 and being a part of the W. B. & A. Railroad right of way as shown on the Railroad Right of Way Plat No. 326-C.

*Handwritten signature*

PARCEL 2:

Lot Numbered ONE (1), in the subdivision known as "MINOR SUBDIVISION PLAT, ANNAPOLIS COMMERCE PARK", as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland, in Book 3526 at Page 220; containing 2.23 acres.

PARCEL 3:

Lot Numbered TWO (2), in the subdivision known as "MINOR SUBDIVISION PLAT, ANNAPOLIS COMMERCE PARK", as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland, in Book 3749 at Page 324; containing 4.339 acres.

PARCEL 4:

Lot 3-R, in the subdivision known as "RESUBDIVISION, ANNAPOLIS COMMERCE PARK NORTH", as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland, in Book 4102 at Page 133; containing 5.299 acres.

PARCEL 5:

Lot 4-R, in the subdivision known as "RESUBDIVISION, ANNAPOLIS COMMERCE PARK NORTH", as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland, in Book 4102 at Page 133.

Mailed to Secured Party

*PL 136*

BOOK 510 PAGE 137

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) and Lessee  
Motorcycle Safety Foundation, Inc.  
780 Elkridge Landing Rd.  
Linthicum, MD 21090

2 Secured Party(ies) and address(es) and Lessor  
Chandler Leasing Corpn.  
105 W. Adams St.  
Chicago, Illinois 60603  
(Financing)

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

RECORD FEE 10.00  
POSTAGE .50  
NO2884 0777 R01 T14:44  
APR 1 87

4 This statement refers to original Financing Statement No. ~~54772~~ Liber 434 Pgl43 Dated \_\_\_\_\_, 19 \_\_\_\_  
Date filed: February 13, 19 81 Filed with Clerk of Circuit Court, Anne Arundel County, MD

- 5  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above
- 7  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

Mailed to Secured Party

*Alan R. Isley President*

Signature of Debtor if an Amendment

Dated: January 8, 19 87

CHANDLER LEASING CORPN.

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

(1) FILING OFFICER COPY ALPHABETICAL

ucc-3

10.30

BOOK 510 PAGE 138

200918

**FINANCING STATEMENT (UCC-1)**

Not subject to recordation tax  
 Subject to recordation tax of \$45,215.00  
principal amount of \$45,215.00

1. Name of Debtor(s) (or Assignor): J. Skevington, Ltd.  
Address: t/a Berry Laminated Products  
5924 Ritchie Highway  
Glen Burnie, MD 21225

2. Name of Secured Party (or Assignee) THE BANK OF BALTIMORE  
Address: Attention: Commercial Loan Department  
P.O. Box 896  
Baltimore, MD 21203

3. This Financing Statement covers the following types (or items) of property:  
(See attached "Schedule A")

RECORD FEE 12.00  
RECORD TAX 338.50  
POSTAGE .50  
#02885 0777 BAL 114-45  
APR 1 87

73

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

(If collateral is crops—describe real estate. Execute additional Financing Statements to file in each county involved.)  
The above-described crops are growing or to be grown on:

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

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

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

Debtor(s): J. Skevington, Ltd.  
*John Skevington, President*  
John Skevington, President

Secured Party:  
THE BANK OF BALTIMORE  
By: *Michael T. Smith*  
Michael T. Smith, 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.)

(Mr. Clerk: Return to The Bank of Baltimore at address shown in 2. above)

18  
31850  
50

SCHEDULE A

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

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

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

*WBS*  
*4/9/87*

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 Andy's Concrete, Inc.

Address 780 Jennie Drive, Severn, MD 21144

2. SECURED PARTY

Name Valley Supply & Equipment Company, Inc.

Address 108 East Baltimore Street

Funkstown, MD 21734

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

RECORD FEE 11.00  
POSTAGE .50

#02941 0777 R01 T15:39  
APR 1 '87

773

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

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

One (1) New Koehring Model 1350 Scattrak Skid-Steer Loader, S/N 6K0040.

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  
200 Executive Drive  
Brookfield, WI 53005

Mailed to Secured Party

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]  
(Signature of Debtor)

Andy's Concrete, Inc.  
Type or Print Above Name on Above Line

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

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

Howard Klein PRES.  
Valley Supply & Equipment Company, Inc.

[Signature]  
(Signature of Secured Party)

HOWARD J. KLEIN, PRES.  
Type or Print Above Signature on Above Line

11-86

11-80



BOOK 510 PAGE 142

REGISTRE, INC. BOX 21023  
MINNEAPOLIS, MN 55421

#3178-5

A.A. Co.

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. 257040

RECORDED IN LIBER 486 FOLIO 167 ON 6/13/85 (DATE)

1. DEBTOR

Name American Fidelity Mortgage Corp.

Address Rte. 2 & West St. Annapolis, MD 21401

2. SECURED PARTY

Name L.J. Leasing Company

Address 600 Reisterstown Road  
P.O. Box 21472  
Balto. Md. 21208

RECORD FEE 10.00  
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above  
302949 0777 001 715446  
APR 1 87

3. Maturity date of obligation (if any)

Mailed to Secured Party

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

Dated 3/9/87

*F. Jed*

(Signature of Secured Party)

F. Jed

Type or Print Above Name on Above Line

1650

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

RECORD FEE 12.00  
POSTAGE .50

- 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

\_\_\_\_\_  
 The Avendt Group, Inc. (Name)  
 1906 Forest Drive (Address)  
 Annapolis, Maryland 21401

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

Attn: Cathy Lewis (Name of Loan Officer)  
 18 West Street (Address)  
 Annapolis, Maryland 21401

APR 1 1991

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

ALL ASSETS

Mailed to Secured Party

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

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)

The Avendt Group, Inc. (Seal)  
 \_\_\_\_\_ (Seal)  
 Raymond J. Avendt III (Signature)  
 RAYMOND J. AVENDT III President (Print or Type Name)

DEBTOR (OR ASSIGNOR)

\_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 James R. Hecht (Signature)  
 James R. Hecht (Print or Type Name)

1250

BOOK 510 PAGE 144

206829

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

RECORD FEE 11.00  
POSTAGE .50  
MAY 29 11 51 AM '87

- 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

\_\_\_\_\_  
 Ritter & Smith Trucking, Inc.  
 (Name)  
 1910 Halethorpe Farms Road  
 (Address)  
 Baltimore, Maryland 21227

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

Attn: Susan E. Haley  
 (Name of Loan Officer)  
 18 West Street  
 (Address)  
 Annapolis, Maryland 21401

APR 1 87

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

ALL ASSETS

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance, all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

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)

Ritter & Smith Trucking, Inc. (Seal)  
 By: Edward T. Smith (Seal)  
 (Signature)  
 Edward T. Smith, President  
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)

\_\_\_\_\_  
 (Seal)  
 \_\_\_\_\_  
 (Seal)  
 \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Print or Type Name)

Mailed to Secured Party

11-50

Clerk of the Circuit Court  
ANNE ARUNDEL COUNTY  
P.O. Box 71  
Annapolis, Md. 21404

BOOK 510 PAGE 145

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

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261071  
RECORDED IN LIBER 496 FOLIO 297 ON 04/01/86 (DATE).

2. Name and address of Debtor(s) Robert A. Ballantine, Inc. 1797 Dorsey Road Hanover, Anne Arundel, Md. 21076	3. Name and address of Secured Party C.I.T. Corporation 1301 York Road Lutherville, Maryland 21093
--	---

4. After recording, this statement is to be returned to The CIT Group/Equipment Financing, Inc. of

RECORD FEE 10.00  
POSTAGE .50

#02753 CITI ROL 715-41  
APR 1 1987

5. Maturity date of obligation (if any):

6. CHECK  FORM OF STATEMENT

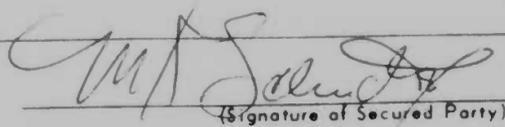
- A.  CONTINUATION - The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.
- B.  PARTIAL RELEASE - From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described 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)

Mailed to Secured Party

10.50

510 146

200001

### 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>Joseph A. Boggs 1304 Eva Gude Drive Crownsville, MD 21032</p>	<p>2. a. SECURED PARTY (OR ASSIGNEE) and Address</p> <p>Sterling Bank &amp; Trust Co. 106 Old Court Road Baltimore, MD 21208</p>
	<p>2. b. ASSIGNEE OF SECURED PARTY (if any) and Address</p>

RECORD FEE 11.00  
 RECORD TAX 175.00  
 POSTAGE .50  
 REC'D BY UNIT NO. 115749  
 APR 1 87

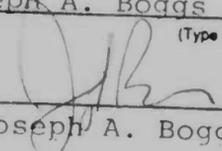
3. This Financing Statement covers the following types (or items) of property: Reservation Agreements by and between the Joseph Boggs Studio P.C./ Lawrence Gash and assigns, and Fishing Creek Farm Associates, Inc. for the reservation of Lots 19, 23, and 24, located on "The Fish Hook Area" Fishing Creek Farm. Said agreements dated August 17, 1986.

- 4. Proceeds and products of collateral are covered hereunder.
- 5. Number of additional sheets, if any, attached hereto: 0
- 6. This transaction (is) is not exempt from the recordation tax  
Principal amount of debt initially incurred is: \$25,000.00

7. RETURN TO: **STERLING BANK & TRUST CO.**  
106 Old Court Road  
Baltimore, Maryland 21208

DEBTOR:

Joseph A. Boggs  
(Type Name)

By:   
Joseph A. Boggs

\_\_\_\_\_  
(Type Name and Title of Person Signing)

3/12/87, 19\_\_\_\_  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.

Mailed to Secured Party

11/50  
175-

BOOK 510 PAGE 147

MARYLAND FINANCING STATEMENT

000000

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

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

1. LESSEE William W. Kauffman T/A Kemer Associates  
(Name or Names)  
95 Barronsdale Drive Savanna Park, Md. 21146  
(Address)

LESSEE \_\_\_\_\_  
(Name or Names) RECORD FEE 12.00  
POSTAGE .50  
APR 1 1987 11:51  
(Address)

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

3. ASSIGNEE (if any) Heritage Savings Assoc.  
Of LESSOR \_\_\_\_\_  
(Name or Names) APR 1 87  
1505 York Road, Lutherville, Maryland 21093  
(Address)

4. This financing Statement covers the following types (or items) of property: **B**  
One - Panasonic 20Mb Computer System e/w 360K Floppy Drive, Toshiba 3 1/2" Floppy Drive, Monochrome Monitor, Epson FX 86e Printer, Printer Cable

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

LESSEE  
William W. Kauffman T/A Owner  
Kemer Associates  
By: [Signature]  
(Title)  
WILLIAM KAUFFMAN  
(Type or print name of person signing)  
By: \_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Type or print name of person signing)

LESSOR  
CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
By: [Signature] Mgr.  
(Title)  
Brian G. Connolly  
(Type or print name of person signing)  
Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234

Mailed to Secured Party

12/90

500 510 148

266823

MARYLAND FINANCING STATEMENT

(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 Woods Adult Day Care Center, Inc.
8080 NEW COT RD. (Name or Names)
400 Penfield Road, Severna Park, Md. 21146-21140 (Address)

LESSEE (Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC. RECORD FEE 11.00
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234 POSTAGE .50
APR 1 1987

3. ASSIGNEE (if any) Superior Service Corporation
Of LESSOR (Name or Names)
2001 E. Joppa Road, Baltimore, Maryland 21234 (Address)

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

1 - Toshiba BD 5520 Copier

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

LESSEE

LESSOR

Woods Adult Day Care Center, Inc.

CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Dorothy L. England Pres. (Title)

By: Brian G. Connolly Mgr. (Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: (Title)

Return to:

(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

Mailed to Secured Party

206021

BJ 2501 GCM9

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) CRISPENS, WILLIAM H. & BARBARA JEAN 820 GENERALS HWY MILLERSVILLE, MD 21108

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 POSTAGE

12:00

3. This Financing Statement covers the following types (or items) of personal property: ONE (1) NEW FORD 2810 TRACTOR, SER. # C722218

NOV 27 1981 11:50 AM

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

Signature of William H. Crispens

Ford Motor Credit Company (NAME OF SECURED PARTY)

Signature of Barbara Jean Crispens

BY: W. Royce Howsare, Assistant Branch

12/50

Mailed to Secured Party

206825

BOOK 510 PAGE 150

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)

Stevens Enterprises, Inc.  
300 Chinguapin Round Rd.  
Annapolis, MD 21401

2 Secured Party(ies) and address(es)

Cap-Co Leasing Company  
1430 N. Meacham Rd.  
Schaumburg, IL 60195

3 Maturity date (if any)

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

RECORD FEE 11.00  
#02972 CTTI 001 TL6703  
APR 1 87  
TB

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

- 1 LO150 Connecting Rod Hone
- 1 Precision Gage .375 to 3.375
- 1 AT573 Rod Mandrel Set
- 1 AT572 Pin Mandrel Set
- 1 AT304 Cap & Rod Grinder

Not subject to recordation tax\*\*

5 ASSIGNEE OF SECURED PARTY

Capitol Leasing Company  
1430 N. Meacham Rd.  
Schaumburg, IL 60195

Mail to

6 Complete only when filing with Judge of Probate:  
The initial indebtedness secured by the financing statement is \$

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

Filed with:

Stevens Enterprises, Inc.

*Howard Foraker*  
Signature(s) of Debtor(s)

Howard Foraker  
Pres.

Cap-Co Leasing Company

*Barbara Kel*  
Signature of Secured Party

Barbara Kel  
Asst. Trea

(STANDARD)  
(1) FILING OFFICER COPY—ALPHABETICAL

11-00

BOOK 510 PAGE 151

MARYLAND FINANCING STATEMENT

206826

(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 Edgewater Tire Center, Inc.
3420 Pike Ridge Road (Name or Names) Edgewater, Maryland 21037
(Address)

LESSEE (Name or Names)
(Address)

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

3. ASSIGNEE (if any) Baltimore Federal Financial, F.S.A.
Of LESSOR P.O. Box 116, Baltimore, Maryland 21203
(Name or Names)
(Address)

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

1 - Bear Engine Analyzer Mdl40950B, 1 - Bear Above Ground Lift Mdl B52, 1 - Alignment Runway Mdl 150 w/Access., 1 - Coates Tire Changer Mdl RC5A

RECORD FEE 11.00

POSTAGE .50
APR 2 1987

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

LESSEE Edgewater Tire Center, Inc.

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Robert F. Wilson, Sr. (Title)

By: Brian G. Connelly (Title) Mgr.

(Type or print name of person signing)

(Type or print name of person signing)

By: (Title)

Return to:

(Type or print name of person signing)

Mailed to Secured Party

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

MARYLAND FINANCING STATEMENT

(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 Stanley J. Gesek, Jr. T/A Gesek's Body Paint & Frame Specialists  
(Name or Names)  
200 Arundel Corporation Road, Glen Burnie, Maryland 21061  
(Address)

LESSEE  
(Name or Names)  
(Address)

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

3. ASSIGNEE (if any) Baltimore Federal Financial, F.S.A.  
Of LESSOR (Name or Names)  
P.O. Box 116, Baltimore, Maryland 21203  
(Address)

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

One - Chart Accua Frame Rack Serial #

RECORD FEE 12.00  
POSTAGE 50  
921580 0055 102 108155  
APR 2 87

*JB*

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

LESSEE Stanley J. Gesek, Jr. T/A Gesek's Body Paint & Frame Specialists

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: *Stanley J. Gesek, Jr.* (Title)  
Stanley J. Gesek, Jr.  
(Type or print name of person signing)

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

By: \_\_\_\_\_ (Title)  
\_\_\_\_\_  
(Type or print name of person signing)

Return to: Mailed to Secured Party

CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234

*12*  
~~\_\_\_\_\_~~  
*TD*

BOOK 510 FILE 153

200023

ACC# 276258

PRINT OR TYPE ALL INFORMATION

Anne Arundel

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

STATE CORPORATION COMMISSION  
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)  
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.  
No other name will be indexed.

Warren Granek, DDS, PA  
1410 Forest Dr, Clock Tower Pl., Suite 29  
Annapolis, Md. 21403

Check the box indicating the kind of statement.  
Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Macrolease International Corporation  
50 Jericho Turnpike  
Jericho, NY 11753

Name & address of Assignee

Midlantic National Bank  
2 Broad Street  
Bloomfield, NJ 07003

RECORD FEE 11.00  
POSTAGE .50  
#02271 C777 R01 TOR 58

Mail to

Date of maturity if less than five years

Check if proceeds of collateral are covered

Description of collateral covered by original financing statement

See Schedule A attached hereto and made part hereof.

APR 2 87

NOT SUBJECT TO RECORDATION TAXES

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:

Warren Granek, DDS, PA

*Warren Granek MS*

Signature of Debtor if applicable (Date)

Macrolease International Corporation

Daniel W. West, Pres.

*[Signature]*  
Signature of Secured Party if applicable (Date)

FILING OFFICER COPY

15-50

Revised 7-1-82

Schedule A attached to and made part of a lease dated March 6, 1987  
between Macrolease International Corporation, Lessor, and  
Warren Granek, DDS, PA Lessee.

One (1) Planter, mirror chrome 12"x12"  
Two (2) Five tier lateral files, 36"x18"x65" in #22 Frost  
One (1) Double Pedestal Desk 60"x30" in Porcelain plastic laminate  
One (1) Executive swivel chair in teal fabric with chrome base  
Three (3) Chairs in teal and burgundy fabric #40 Natural Oak Finish  
One (1) Seat Cushion, 78"x18"x2" Magenta fabric  
Four (4) Style B, 4 drawer balboa  
Four (4) Splash guard for bubbler  
Four (4) Stoneware Bubbler with spout, button & Strainer  
Four (4) Recessed stainless steel beaker  
Four (4) Chart holder/side of cabinet  
Four (4) Recessed cotton & sponge pocket  
Four (4) Mirrored Lids  
Four (4) Glide Brackets with heavy duty telescoping arms  
Four (4) Adec tri-flo syringe w/flo blk #23-0087-00  
Four (4) Adec Saliva Ejector  
One (1) Sorrento  
One (1) Recessed Kleenex box  
One (1) trash drop w/door, acrylic container  
Twenty (20) drawer pulls - chrome loops  
One (1) Low speed handpiece 4-hole  
One (1) coiled HP hose w/male Q.C. (4 hole)  
Four (4) Dual Air/Water Controls with Adec footswitch - 1 pressure  
One (1) Siemens Heliodont X-Ray  
Cabinetry  
Interior framing, sheetrock, accoustic ceilings & painting  
plus all parts, attachments and accessories thereto.

Warren Granek, DDS, PA

By

Warren Granek, MS

510 155

200000

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

<p>1 Debtor(s) (Last Name First) and address(es)          Marley Properties Corp.          c/o R.H. Macy &amp; Co., Inc.          151 West 34th Street          New York, New York 10001</p>	<p>2 Secured Party(ies) and address(es)          Wilmington Trust Company and          William J. Wade, as Trustees          Wilmington Trust Company          Rodney Square North          Wilmington, Delaware 19890</p>	<p>3 Maturity date (if any)           For Filing Officer          (Date, Time, Number, and Filing Office)</p>
--	--	---

4 This financing statement covers the following type(s) of property: All of Debtor's now owned and existing and hereafter acquired accounts, machinery, equipment, fixtures, goods (exclusive of all personal property sold or to be sold by the Debtor in the ordinary course of its retail business and returned and repossessed goods), chattel paper, general intangibles, instruments and documents, wherever located, as more particularly described on Exhibit A attached hereto and made a part hereof. The appropriate amount of recordation tax has been paid on a Deed of Trust, Security Agreement, Assignment of Rents, Profits and Leases. Financing Statement and Fixture Filing recorded or to be recorded among the land records of Anne Arundel County, Maryland and given as security for loans, all of which are covered by this financing statement. Principal amount secured is \$ 0.00. Amount subject to recordation tax is \$ 0.00.

6 Complete only when filing with Judge of Probate.  
 The initial indebtedness secured by the financing statement is \$ \_\_\_\_\_

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

Filed with: Clerk of Circuit Court of Anne Arundel County, Maryland

MARLEY PROPERTIES CORP.

By: Donald Eugene  
 Signature(s) of Debtor(s)  
 DONALD EUGENE, V.P.

By: \_\_\_\_\_  
 Signature of Secured Party

(STANDARD)  
 BY FILING OFFICER

RECORD FEE 26.00  
 POSTAGE .50  
 #02998.0345 R01 109-18  
 APR 2 87

NOT SUBJECT TO RECORDATION TAX -  
 SECTION 12-101(g)(2) OF TAX-PROPERTY  
 ARTICLE  
 + SECTION 12-108(e)  
 OF SAME ARTICLE

Mail to Sidley & Austin  
 One First National Plaza  
 Chicago, Illinois 60603 26  
 Attn: Sandra McNaughton 58

BOOK 510 PAGE 156

Exhibit A  
to  
Financing Statement

Debtor:

Marley Properties Corp.  
c/o R.H. Macy & Co., Inc.  
151 West 34th Street  
New York, New York 10001

Secured Party:

Wilmington Trust Company and  
William J. Wade, as Trustees \*  
Wilmington Trust Company  
Rodney Square North  
Wilmington, Delaware 19890

All of the following property, or interests in property, of Debtor, whether now owned or existing or hereafter acquired or arising and wheresoever located: accounts (including, without limitation, accounts owing from American Express Company), goods (exclusive of personal property sold or to be sold by the Debtor in the ordinary course of its retail business or returned and repossessed goods), guaranties, options, warranties, choses in action, causes of action, claims, contract rights, chattel paper, notes (including, without limitation, notes receivable arising from sales of stores), acceptances, instruments, documents, rights to payments, all forms of obligations owing at any time to the Debtor, rights in warehouse receipts or documents of any kind in respect of any of the foregoing, general intangibles, good will, inventions, designs, secrets, trademarks, trademark applications, tradenames, patents, patent applications, registrations, copyrights, permits, licenses, franchises, customer lists, tax refunds, tax refund claims, leasehold and subleasehold interests in real and personal property, all right, title and interest under leases, subleases, licenses and concessions and other agreements relating to real and personal property (including, without limitation, all rents, issues and profits), rights and claims against third parties including carriers and shippers, rights to indemnification and security interests or other security held by or granted to Debtor to secure payment of Debtor's accounts, corporate or other business books and records (including, without limitation, customers lists, tenant lists, correspondence with present or prospective tenants or suppliers, advertising materials and telephone exchange numbers as identified in such materials, credit files, computer programs, printouts and other computer materials and records), any plans and specifications pertaining to any real property or any structure thereon (including, without limitation mechanical,

structural and electrical performance standards), installations and furnishings specifically designed for any of the Debtor's real property or any structure thereon (including, without limitation, communication systems, computer systems, hardware and software, HVAC and other utility installations, appraisals, engineering, soil and other reports relating to any of the Debtor's real property or any structure thereon), equipment, communications systems, machinery, fixtures, tools, all lobby, indoor and outdoor furniture (including, without limitation, tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), furnishings, appliances, rugs, carpets and other floor coverings, draperies, drapery rods and brackets, awnings, venetian blinds, partitions, chandeliers and other lighting fixtures, holiday decorations and all other personal property or interests in personal property together with all accessions to, substitutions for, and all replacements, products and proceeds of the foregoing (including, without limitation, any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Debtor from time to time with respect to any of the foregoing, any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental agency, any and all other amounts paid or payable to Debtor with respect to any of the foregoing and any proceeds of insurance policies insuring any of the foregoing).

\* Wilmington Trust Company and William J. Wade are acting as trustees in connection with this financing statement and not in their individual capacities.

MARLEY PROPERTIES CORP.

By Donald Eugene  
DONALD EUGENE, V.P.

BOOK 510 PAGE 158

Exhibit B  
to  
Financing Statement

Filed Copy to be returned to:

Sidley & Austin  
One First National Plaza  
Chicago, Illinois 60603  
Attention: Sandra McNaughton

Maryland - Marley

EXHIBIT C  
BOOK 510 PAGE 159

PARCEL I

BEGINNING at a point in the easterly side of the Anne Arundel County Linear Park, said point being North 56°49'09" East, 899.20 feet from the southeasterly corner of the property owned by Melvin J. Wengert, as recorded among the Land Records of Anne Arundel County, Maryland in Liber 2516 folio 143, thence with the line of the said park with meridian referred to as Maryland State Grid North, as surveyed by Dewberry & Davis;

(1) North 14°26'21" East, 595.76 feet, to a point of curve, thence leaving said Linear Park and running reversely with Parcel DA-1, with said curve to the right having a radius of 297.55 feet on an arc of 243.80 feet subtended by a chord,

(2) North 37°54'42" East, 237.04 feet, to a point of compound curve, continuing to the right with a radius of 600.00 feet and an arc of 360.00 feet subtended by a chord,

(3) North 78°34'23" East, 354.63 feet, to a point of reverse curvature, thence with a curve to the left having a radius of 165.80 feet and an arc of 153.69 feet subtended by a chord,

(4) North 69°12'23" East, 148.24 feet, thence

(5) North 42°39'04" East, 224.94 feet, to a point of curvature to the right having a radius of 400.00 feet and an arc of 78.35 feet subtended by a chord,

(6) North 48°15'44" East, 78.22 feet, thence,

(7) North 35°13'15" East, 21.20 feet, to a point on the westernmost side of Governor Ritchie Highway, which point is a corner in common with Parcel DA-1 and the Shopping Center Parcel, thence leaving Parcel DA-1 and running contiguous with said westernmost side and the Shopping Center Parcel,

(8) South 35°24'37" East, 42.00 feet, to the point of intersection of said westernmost side and the Developer Parcel, thence departing Governor Ritchie Highway and running through the Shopping Center Parcel reversely with the Developer Parcel,

(9) South 54°35'23" West, 15.00 feet, to a point of curvature to the left having a radius of 365.00 feet and an arc of 76.05 feet subtended by a chord,

(10) South 48°37'14" West, 75.92 feet, thence

(11) South 42°39'04" West, 365.56 feet, to a non-radial intersection with a curve having a radius of 276.53 feet, thence from said point on curve; with the 276.53 feet radius curve to the right an arc distance of 5.95 feet which is subtended by a chord,

(12) South 67°37'46" East, 5.95 feet, thence

(13) South 67°00'48" East, 2.83 feet, to a point of curve, said curve bearing toward the right on a radius of 218.69 feet and an arc of 161.14 feet subtended by a chord,

(14) South 45°54'14" East, 157.52 feet, thence with a compound curve along a radius of 415.50 feet and an arc of 141.65 feet subtended by a chord,

(15) South 15°01'42" East, 140.96 feet, to a point of reverse curve, said curve to the left having a radius of 376.50 feet and an arc of 380.96 feet subtended by a chord,

(16) South 34°14'57" East, 364.92 feet, thence,

(17) South 45°00'00" West, 142.44 feet,

(18) North 45°00'00" West, 60.00 feet,

- (19) South 45°00'00" West, 132.81 feet,
- (20) North 25°00'00" West, 48.30 feet,
- (21) South 45°00'00" West, 60.00 feet,
- (22) South 77°28'16" West, 248.00 feet,
- (23) North 75°30'00" West, 50.00 feet,
- (24) South 14°30'00" West, 17.36 feet,
- (25) North 75°30'00" West, 124.09 feet,
- (26) South 14°30'00" West, 60.00 feet,
- (27) North 75°30'00" West, 243.00 feet,
- (28) South 14°30'00" West, 60.00 feet,
- (29) North 75°30'00" West, 96.91 feet, to the point and place of beginning.

CONTAINING 14.4092 acres, more or less, as now described by Dewberry & Davis, Registered Professional Land Surveyors, dated November ,2 1984, last revised May 22, 1985.

Mail to Sidley & Austin

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION  
ANNAPOLIS, MARYLAND 21404

200055

FINANCING STATEMENT

BOOK 510 101

DATE: December 9, 1986

( X ) Not Subject to Recordation Tax

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

NAME OF DEBTOR(s): Leslie C Simmons  
T/A S.S.M. Inc- Transit Truck Stop

ADDRESS: 120 N. Maryland Rt 3,  
Millersville, MD 21108

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:

The Switcher, Serial Number: 4037-6K  
Recorder, Serial Number: 525928  
Quad Unit, Serial Number: 118465  
19" RCA TV, Serial Number: 26904556

Cameras:

- #331489
- #331484
- #331490
- #331482

RECORD FEE 12.00  
POSTAGE .50  
RECORDS CTM 211 110:50  
MR 2 87

TB

DEBTOR(S):  
Leslie C Simmons  
S.S.M. Inc T/A Transit Truck Stop

BY: X [Signature]  
Leslie C Simmons, Pres.

SECURED PARTY:  
ANNAPOLIS FEDERAL SAVINGS  
AND LOAN ASSOCIATION

By: X [Signature]  
(Authorized Signature)

Felicia A Capezio, Assistant 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.)

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 510 162

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1774.97

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

This financing statement Dated 3/12/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Eric R. Guzman  
Address 7209 Eubanks Ct Ft. Meade MD 20755

2. SECURED PARTY

Name Avco Financial Services  
Address P.O. Box 997 Glen Burnie, MD 21061

RECORD FEE 11.00  
RECORD TAX 10.50  
POSTAGE .50  
TOTAL 22.00  
APR 2 1987

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

3. Maturity date of obligation (if any) 3/15/90

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

- Camera
- Home Computer
- Radio
- Stereo Equipment
- Cassette Players
- Receivers
- Speakers
- Turntables
- Television
- VCR

Name and address of Assignee

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Eric R. Guzman  
(Signature of Debtor)

Eric R. Guzman  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

David M. Butler  
(Signature of Secured Party)

David M. Butler  
Type or Print Above Signature on Above Line

11- 10.50 .50

STATE OF MARYLAND  
**FINANCING STATEMENT** FORM UCC-1

BOOK 510 PAGE 103  
 Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 200057

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2599.86

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

This financing statement Dated 3/13/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Arnold D. Shorter  
 Address 303 King George Dr. Glen Burnie, MD 21061

2. SECURED PARTY

Name Avco Financial Services  
 Address P.O. Box 997 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) 3/6/90

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

Firearms  
Televisions  
VCR  
Waterbed

Name and address of	RECORD FEE	12.00
	RECORD TAX	21.00
	POSTAGE	.50
	REGISTRATION FEE	110.46
		APR 2 1987

TB

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)

Arnold Dean Shorter  
 (Signature of Debtor)

Arnold D. Shorter  
 Type or Print Above Name on Above Line

Mildred T. Shorter  
 (Signature of Debtor)

Mildred T. Shorter  
 Type or Print Above Signature on Above Line

David M. Butler  
 (Signature of Secured Party)

David M. Butler  
 Type or Print Above Signature on Above Line

12

21 -50

266953

300 510 PAGE 164

11-30

FINANCING STATEMENT FORM UCC-1

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

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

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

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

This financing statement Dated Feb. 24, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

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

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.  
Address 300 E. Lombard Street  
Baltimore, Maryland 21202

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

RECORD FEE 11.00  
POSTAGE .50  
003033 0777 MI 110:34  
APR 2 87  
TB

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 Dec. 23, 1986, Schedule # 01, dated Feb. 27, 1987 between Assignor as Lessor and LEASE ACCOUNT # 386122 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 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

BALITMORE FEDERAL FINANCIAL, F.S.A.

Nancy J. Payner  
(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed with An~~ne~~ Arundel County

1150

SOTHILL

South Hills Answering Service, A General Partnership

BOOK 510 PAGE 165

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	8630 CPU
2 (two)	Hard Disk
1 (one)	Floppy Disk Drive
4 (four)	CRT Terminals
1 (one)	Printer
1 (one)	Autodial Modem
2 (two)	Operator Consoles
1 (one)	System Spares Consisting of: (ACD) 1 - 8630 CPU Board (swap for present one) 1 - Operator Console
1 (one)	Manager's kit for 2700
1 (one)	Installation and Training
3 (three)	Trunk Cards (swap for present ones)
1 (one)	Real Time Statistics
1 (one)	StarTel 4220 - 80 Line Local Concentrator
1 (one)	StarTel 4230 - Line Remote Concentrator
1 (one)	Concentrator Spares Consisting of: 1 - Line Card 1 - General Board 1 - CPU Card 1 - Power Panel
2 (two)	Installation

TRANS-AMERICAN LEASING CORPORATION

BY: *Frank J. Sarro, III*

TITLE: Frank J. Sarro, III, Exec. V.P.

BALTIMORE FEDERAL FINANCIAL, F.S.A

BY: *Nancy S. Sayno*

TITLE: *Lease Loan Credit  
officer*

206853

BOOK 510 PAGE 186

11.50

FINANCING STATEMENT FORM UCC-1

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

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

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

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

This financing statement Dated 2/26/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 300 E. Lombard Street

Baltimore, Md. 21202

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

RECORD FEE 11.00  
POSTAGE .50  
#03052 0777 001 110:33  
APR 2 87

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 Feb. 1, 1987, Schedule #N/A, dated N/A between Assignor as Lessor and LEASE ACCOUNT #BB3030R 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 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

Nancy T. Sarro  
(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed with Anne Arundel County

1150

2651  
Casual

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
3	Custom Twin Island Styling Stations
5	Belmont Rabbit Captain Dryer Chairs
4	Helene Curtis Cool-Temp plus One Dryers
1	Helene Curtis Quick Temp plus One Dryer
6	Belmont Rabbit Captain Hyd. Styling Chairs
6	Dina Meri #111 Gray Carts
1	Custom Laminated Gray Reception Desk
2	Ergospec C-2 Receptionist/Manicurists Airline Chairs
6	Farley Wire Chrome Reception Chairs
1	Precision Pol. Chrome Coat Rack 36"
1	Custom Laminated Coffee Cabinet
1	K-Line #324 Mani-Table, pad and light in gray plastic
1	Custom Top and Bottom Shampoo Bulkhead
2	Belv. #3800-622-403 Porc. Shampoo Bowls
2	Pibbs #978 Shampoo Chairs
1	Custom Laminated Kitchenette/Dispensary w/mini Refrig.
1	New Merritan Hawaii Euro 24 Bulb Tanning Bed

TRANS-AMERICAN LEASING CORPORATION

BY: *Frank Dano*  
 TITLE: \_\_\_\_\_

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: *Nancy T. Saylor*  
 TITLE: *Lease Loan Credit Officer*

BOOK 510 PAGE 168

200000 11-50

FINANCING STATEMENT FORM UCC-1

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

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

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

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

This financing statement Dated 2/12/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

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

2. SECURED PARTY  
Name Baltimore Federal Financial, F.S.A.  
Address 300 E. Lombard Street  
Baltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above. RECORD FEE 11.00  
POSTAGE .50  
BALTIMORE 6777 801 710-33  
APR 2 87

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

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

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated Jan. 16, 1987, Schedule #02, dated Feb. 6, 1987 between Assignor as Lessor and LEASE ACCOUNT #786110 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 2/12/87 between Assignor and Assignee:

1 (one) Hyster Forklift Model S60XL S/N A187V05328G

CHECK  THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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.  
Mary J. Gaynor  
(Signature of Secured Party)  
Type or Print Above Name on Above Line

Filed with Anne Arundel County.

1150

2649  
SIEMANCOR

510 FMS 169

200001

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 2-13-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

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

2. SECURED PARTY  
Name Baltimore Federal Financial, F.S.A.  
Address 300 E. Lombard Street  
Baltimore, Maryland 21202  
Person And Address To Whom Statement Is To Be Returned If Different From Above.  
RECORD FEE 11.00  
POSTAGE .50  
#03050 0777 001 110133  
APR 2 87  
T.B.

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

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

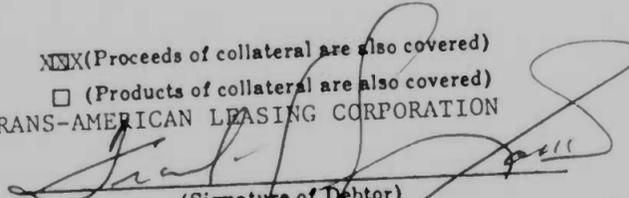
To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 10-27-86, Schedule # 02, dated 1-1-87 between Assignor as Lessor and LEASE ACCOUNT # MM872016 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 2-13-87 between Assignor and Assignee:

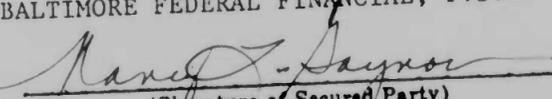
SEE ATTACHED EQUIPMENT LIST

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

BALTIMORE FEDERAL FINANCIAL, F.S.A.  
  
(Signature of Secured Party)  
Type or Print Above Name on Above Line

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

Filed with Anne Arundel County

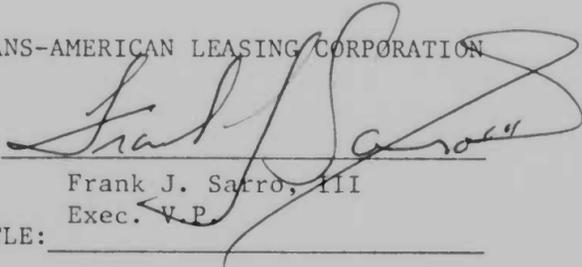
1/30

2648  
ME/ROCHE

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	Nemectron PN8D Facial Chair
1	" Toweling Cover
1	" Vaporisator 10
1	" Magnifier Lamp
1	" Variable Trolley
1	Dynex Ultramass 2000
1	" Desincruster 2000
1	" Sterilizer 2000
1	Pibb's #730 Stool
1	Efalock Profi 2000 Service Table
1	Efalock Lord Service Table

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Satro, III  
Exec. V.P.

TITLE: \_\_\_\_\_

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: TITLE: Lease Loan  
Credit Officer

300 510 PAGE 171

11-50

200000

FINANCING STATEMENT FORM UCC-1 Identifying File No. \_\_\_\_\_

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

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

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

This financing statement Dated Feb. 12, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

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

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.  
Address 300 E. Lombard Street  
Baltimore, Maryland 21202

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

RECORD FEE 11.00  
POSTAGE .50  
BALTIMORE CITY MD 21202  
APR 2 87  
TB

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 March 26, 1986, Schedule # 02, dated Aug. 12, 1986 between Assignor as Lessor and LEASE ACCOUNT # 686230 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 2/12/87 between Assignor and Assignee:

- 1 (one) 20 Litre single cavity container mold S/N-8437-2
- 1 (one) 20 Litre double cavity lid mold S/N-8438

CHECK  THE LINES WHICH APPLY

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

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

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

TRANS-AMERICAN LEASING CORPORATION  
*Frank J. Sarro*  
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.  
Type or Print Above Signature on Above Line  
(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.  
*Mary J. Sawyer*  
(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed with Anne Arundel County.

1150

2647  
Protector

11-50  
200003

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 2-16-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

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

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.  
Address 300 E. Lombard Street  
Baltimore, Maryland 21202

RECORD FEE 11.00  
POSTAGE .50  
APR 2 1987

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

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

T.B.

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 2-10-87, Schedule #01, dated 2-11-87 between Assignor as Lessor and LEASE ACCOUNT # 120780 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 2-16-87 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

BALITMORE FEDERAL FINANCIAL, F.S.A.

Nancy G. Saynor  
(Signature of Secured Party)

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

Filed with Anné Arundel

1150

2645  
JIF/PAK/KIM

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Ice-O-Matic C-40 HAP Ice Machine
1 (one)	Follett 501-P Ice Bin
1 (one)	Berkel 818 Slicer
1 (one)	Metal Masters 412-16-3-18 3 compartment sink
1 (one)	Set Republic Steel Lockers
1 (one)	Southern Stainless 7'10" X 8'7" - Walk-in refrigerator
1 (one)	Southern Stainless 7'10" X 6'9" - Walk-in freezer
1 (one)	Lot of metal master shelving for walk-ins
1 (one)	Lot of metal master shelving for dry storage
1 (one)	Star Metal FS-6E Freezer
1 (one)	Metal Master T3072EB-BS Stainless steel worktable
1 (one)	Star 14-HL Heat Lamp
1 (one)	Metal Master T3048 SB-BS Stainless steel worktable
1 (one)	Metal master OB 3048 SB Stainless steel worktable
1 (one)	Metal master OB3036 SB-BS Stainless steel worktable
1 (one)	Metal master T3036-OB-BS Stainless steel worktable
1 (one)	OB3072 SB-BS stainless steel worktable (Metal Master)
1 (one)	Star 130R and 131 Warming unit
1 (one)	Hatco GRAH-60 Heat lamp
1 (one)	Custom 8' stainless steel updraft with stainless steel equipment stand
1 (one)	Range - Guard fire suppression system
1 (one)	Custom 5' stainless steel eyelash hood
1 (one)	Kingtron JX-64 Cash Register
6 (six)	Waymar IS-I-2-42 Contour booths
1 (one)	Star Metal PTA-20-S Pizza Prep unit
1 (one)	Star metal RST-45-3E Sandwich Unit
1 (one)	Blodgett 1048 Pizza Oven
1 (one)	Frsnke CDL-24 Refrigerated display case
2 (two)	Wells P-55-ST5 Fryers
1 (one)	Star 256 Griddle
1 (one)	Bunn STS-F-15 Coffee Machine
1 (one)	Jet Spray TJ3 Drink Dispenser
2 (two)	Merco 500-R Heat Lamps
2 (two)	Waymar TC-1 Trash receptacles
8 (eight)	Panel Main Street Menu Board

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarro, III

TITLE: Exec. V.P.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: Mary J. DaynorTITLE: Lease Loan  
Credit Officer

200061

BOOK 510 PAGE 174

11.50

FINANCING STATEMENT FORM UCC-1

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

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

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

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

This financing statement Dated 2/17/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

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

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A. RECORD FEE 11.00  
Address 300 E. Lombard Street POSTAGE .50

Baltimore, MD 21202  
Person And Address To Whom Statement Is To Be Returned If Different From Above. 403047 8771 001 110:31

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 Feb. 9, 1987, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 207098<sup>SA01</sup> 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 Feb. 17, 1987 between Assignor and Assignee:

- 1 (one) - Kenworth T600A S/N 1XKADB9X&H7345504 w/catipillar 3406B Eng., Racor Heated Fuel-Water Separator, Jacobs Eng. Brake, Fulled Transmission RT014613, Single TRW Ross Power Steering HF864, Airglide 100 Dual 44,000 # CAP Rear Suspension, Holland FW2500 - 700X3L 24.5" Air Slide Fifth Wheel, Dual 120 US Gal Fuel Tanks, 60" Aerodyne Cab/Sleeper, Air Cushion HB Rider Seat, AM/FM Stereo Cassette, Bendix Air Dried Air System Guard.

CHECK  THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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. Sario, III*  
(Signature of Debtor)

Frank J. Sario, 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.

*Nancy Saylor*  
(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed with Anne Arundel County

1150

2644  
J&CHOUSE

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 2/17/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

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

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

RECORD FEE 11.00  
POSTAGE .50

Address 300 E. Lombard Street

RECORD FEE \$11.00  
POSTAGE .50

Baltimore, Md. 21202

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

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

APR 2 87

TB

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 Feb. 9, 1987, Schedule #n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT #020789SA<sup>02</sup> 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 Feb. 17, 1987 between Assignor and Assignee:

- 1 (one) - 1986 Autocar DK64F w/Steel J & J Body - S/N 1WBUCJF2GU 300897 (GVW 65,000 lbs. 202 wheel base, RTOU608LL Transmission, 48,000 lb. rear axel, Jake Brake, Jeb heater, 20,000 front axel, RT480 Susp., 55 & 60 gal. tanks, heated mirrors, A.C., AM/FM radio, Duel air horns, tow hooks, convex mirrors, padded interior, Aluminum chrome bumper, cast 6 spoke wheel w/22"x8.0" rims and J & J Steel body.

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

*Frank J. Sarfo, III*  
\_\_\_\_\_  
(Signature of Debtor)

Frank J. Sarfo, III, Exec. V.P.  
Type or Print Above Signature on Above Line

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

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

BALTIMORE FEDERAL FINANCIAL, F.S.A.

*Randy L. Gayson*  
\_\_\_\_\_  
(Signature of Secured Party)

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

Filed with Anne Arundel County

1/50

2640

CBY

510 MAR 178

208908

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 2/12/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

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

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 300 E. Lombard Street

Baltimore, Maryland 21202

RECORD FEE 11.00  
POSTAGE .50  
#03045 0777 001 110:31

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

APR 2 87  
T.B.

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

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

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated Jan. 13, 1987, Schedule #01, dated Jan. 15, 1987 between Assignor as Lessor and LEASE ACCOUNT #387011 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 2/12/87 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. Sargo, III.  
(Signature of Debtor)

Frank J. Sargo, 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.

Mary J. Sargo  
(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed with Anne Arundel County.

1/50

2638

A-1 Ind

510 177

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Liquid Blaster Model 10150 D S/N 689221 w/ accessories
2 (two)	Model NCG250 Cleaning Lances
2 (two)	Model NCG 850 Multi Gun Valves
300 ft.	WP 3½ High Pressure hose w/quick couplers
1 (one)	FC250 ft Control Valves
25 ft.	25 RP Tube Cleaning Hose
100 ft.	LP 1-1 Low Pressure intake hose
14ft.	Nozzels
1 (one)	Factory recommended spare parts kit

TRANS-AMERICAN LEASING CORPORATION

BY: *Frank J. [Signature]*

TITLE: \_\_\_\_\_

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: *Nancy J. Saylor*

TITLE: *Lease Loan*

*Credit Officer*

510 FILE 170

000000  
11-3-87

FINANCING STATEMENT FORM UCC-1

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

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____	If this statement is to be recorded in land records check here. <input type="checkbox"/>
---	--

This financing statement Dated 2/12/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

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

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.  
 Address 300 E. Lombard Street  
Baltimore, Maryland 21202

RECORD FEE 11.00  
 POSTAGE .50  
 #03045 0777 001 110431  
 APR 2 87  
 T.B.

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

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

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

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated Jan. 13, 1987, Schedule #01, dated Jan. 15, 1987 between Assignor as Lessor and LEASE ACCOUNT #387011 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 2/12/87 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

*Frank J. Sarno, III*  
 (Signature of Debtor)

Frank J. Sarno, III., Exec. V.P.  
 Type or Print Above Signature on Above Line

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

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

*Nancy J. Sarno*  
 (Signature of Secured Party)

Type or Print Above Name on Above Line

Filed with Anne Arundel County.

1/30

2638

A-1 Ind

510-177

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Liquid Blaster Model 10150 D S/N 689221 w/ accessories
2 (two)	Model NCG250 Cleaning Lances
2 (two)	Model NCG 850 Multi Gun Valves
300 ft.	WP 3 $\frac{1}{2}$ High Pressure hose w/quick couplers
1 (one)	FC250 ft Control Valves
25 ft.	25 RP Tube Cleaning Hose
100 ft.	LP 1-1 Low Pressure intake hose
14ft.	Nozzels
1 (one)	Factory recommended spare parts kit

TRANS-AMERICAN LEASING CORPORATION

BY: *Stanley J. ...*

TITLE: \_\_\_\_\_

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: *Nancy T. Saynor*

TITLE: *Lease Loan*  
*Credit Officer*

200007  
11

FINANCING STATEMENT FORM UCC-1

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

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

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

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

This financing statement Dated Feb. 26, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

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

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.  
Address 300 E. Lombard Street  
Baltimore, Maryland 21202

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

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

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

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated Dec. 22, 1986, Schedule # 02, dated Jan. 1, 1987 between Assignor as Lessor and LEASE ACCOUNT # 286122 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 Feb. 26, 1987 between Assignor and Assignee:

- 1 (one) F2KVA-B without standard batteries
- 12 (twelve) BA-10 Batteries
- 1 (one) 36-3 Rack

RECORD FEE 11.00  
POSTAGE .50  
003044 0777 001 110:30

T.B

CHECK  THE LINES WHICH APPLY

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

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

APR 2 87

(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

BALITMORE FEDERAL FINANCIAL, F.S.A.

Mary T. Sarro  
(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed with Anne Arundel County

1150

2637  
ABETANSW

200003

BOOK 510 PAGE 173

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 2/12/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

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

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.  
Address 300 E. Lombard Street  
Baltimore, Maryland 21202

RECORD FEE 13.00  
POSTAGE .50  
#03043 0777 801 110:30

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

T.B

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 Dec. 30, 1986, Schedule # 01, dated Jan. 9, 1987 between Assignor as Lessor and LEASE ACCOUNT # 680321 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 2/12/87 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

APR 2 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)

~~XXX~~(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.

Nancy J. Sayre  
(Signature of Secured Party)

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

Filed with Anne Arundel County.

1350

2639  
ADEL

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Hot Water Heater
1 (one)	Mop Sink
1 (one)	Metal Masters T3072EB-BS Stainless Steel table w/drawer
1 (one)	M.M. 314-18-3 R&L Stainless Steel three compartment sink w/disposal cone mounted
1 (one)	Southern Stainless 9'10"x 6'9"x 7'7" Walk-in Freezer
1 (one)	Southern Stainless 9'10"x 10'7"x 7'4" Walk-in Refrigerator
1 (one)	Lot Metro Shelving for Walk-ins
1 (one)	Lot Metro Shelving for dry storage
1 (one)	Ice-O-Matic C-121 HAP Ice Machine w/Follett 901-P Ice Bin
1 (one)	Set of Republic Lockers
1 (one)	M.M. HSA-10F Hand Sinks
2 (two)	M.M. 314-18-3 18L S/S 3 Comp. Sink
1 (one)	M.M. T-3060EB-BS S/S worktables
2 (two)	M.M. T-3060EB-BS S/S worktable
1 (one)	Baker's Pride X 300 Electric Convection Oven
1 (one)	Star Metal STSA 20-RS under counter refrigerator
1 (one)	Custom 8 ft. S/S updraft
1 (one)	Vulcan HEG-60 5' Electric Griddle
1 (one)	Vulcan MEH-1 2 Burner Hot Plate
1 (one)	Star Meral FS-6E undercounter service freezer
1 (one)	M.M. T3030EB-BS S/S worktable
1 (one)	Dunhill WFF 1930 French fry rack
1 (one)	Metro S259TR French Fry baskets
16 (sixteen)	Pitco E14B-2 S/S Deep Fryers, 4 Pitco Casters
2 (two)	Esquire FF-30 French Fry Dump Station
1 (one)	Custom S/S updraft
1 (one)	M.M. T3030 EB-BS S/S worktable
1 (one)	Star 130R Soup Warmer
1 (one)	Bunn STS Coffee Machine
1 (one)	Spare

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. [Signature]TITLE: [Signature]

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: Nancy [Signature]TITLE: Senior Loan Credit  
officer

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Custom Counter
2 (two)	M.M. T3036EB-Bs S/S worktables
1 (one)	Star Metal RST-45-3E Sandwich Unit
1 (one)	Custom Counter
1 (one)	6-Flavor Soda Dispenser
1 (one)	Jetspray TJ3
1 (one)	Delfield 5248-S-24 Refrigerated Counter
8 (eight)	Waymar 4-Seat Booths
4 (four)	Waymar 2-Seat Booths
	Spare
1 (one)	Fire protection system
1 (one)	ISE 3/4 H.P. disposal with pre-rinse
1 (one)	Pitco FE-16 Counter Fryer
1 (one)	Berkel 818 Automatic Slicer
1 (one)	Hunter 80E oil filtering unit
2 (two)	Waymar Trash Receptacles
1 (one)	Safe
1 (one)	Time Clock and rack
1 (one)	5-panel backlit menu board and menus
1 (one)	Exterior sign
2 (two)	Cash Registers

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Carroll

TITLE: \_\_\_\_\_

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: Nancy L. Saynor

TITLE: Asset Loan Credit Officer

200000

BOOK 510 PAGE 182

25-50

FINANCING STATEMENT FORM UCC-1

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

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

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

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

This financing statement Dated 2/12/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

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

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.  
Address 300 E. Lombard Street, P.O. Box 116  
Baltimore, MD 21203

RECORD FEE 25.00  
POSTAGE 5.00  
#03042 C777 R01 11:30  
APR 2 87

T.B.

Person And Address To Whom Statement Is To Be Returned 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 Feb. 2, 1987, Schedule # 01, dated Feb. 6, 1987 between Assignor as Lessor and LEASE ACCOUNT #782020 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 2/12/87 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 [Signature]*  
Type or Print Above Signature on Above Line

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

BALTIMORE FEDERAL FINANCIAL, F.S.A.

(Signature of Secured Party)  
*Nancy [Signature]*

Type or Print Above Name on Above Line

Filed with Anne Arundel County.

25-50

2642  
CCPA

BOD: 510 PAGE 153

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
183 (one hundred eight three)	Savannah Macon Gray - Wallcovering
39 (thirty nine)	Savannah Sugarcane Wallcovering
60 (sixty)	Braids Neutral Wallcover
31 (thirty one)	Savannah Jazz Wallcover
63 (sixty three)	Savannah Braids Wallcover
480 (four hundred eighty)	Savannah Augusta Gray Wallcovering
1 (one)	Ofs Lat File Cabinet
1 (one)	Condi Credenza E215
39 (thirty nine)	Savannah Sugarcane Wallcovering
2 (two)	Howe 1500 series table
10 (ten)	Amseco Acton Chair 8704
1 (one)	Condi oval conf. table
10 (ten)	Cartwright conf. chair
1 (one)	Bus access magnabd cabinet
1 (one)	Vestibule glass wall
1 (one)	Condi desk QSE176
1 (one)	Condi Credenza QSE242
1 (one)	Schaffer desk chair
2 (two)	Schaffer visitor chair
2 (two)	Howe 1500 series table
10 (ten)	Amseco acton chair 8704
1 (one)	Condi oval conf table
1 (one)	Bus access magnabd cabinet
6 (six)	B10 chair 8430-2300 Hethr
1 (one)	B10 Synchro 8475-2300
2 (two)	B10 Mgmt chair 8430-2300
1 (one)	B10 chair 8430-2300
1 (one)	B10 chair 8430-2300
5 (five)	Panel PAA6318
7 (seven)	Panel PAA6336
2 (two)	Panel W Elec EAA6336
4 (four)	Panel W Elec EAA8036
2 (two)	Panel PAA8024
1 (one)	Panel PAA8030
5 (five)	Panel PFF4236

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:

TITLE:

*Nancy A. Saynor*  
*Lease/Loan Credit officer*

TRANS-AMERICAN LEASING CORPORATION

BY:

TITLE:

*Frank D. ...*  
*Bx VP*

510 PAGE 184

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
6 (six)	Panel W Elec EFF4236
2 (two)	Panel PFF4224
2 (two)	Panel PFF4248
1 (one)	Door GPA8042
24 (twenty four)	Flip door cabinet CAF36
6 (six)	Level plate WPC
2 (two)	Wall start PMB
6 (six)	Worksurface HCL7224
6 (six)	Worksurface HCL4824
12 (twelve)	Duplex S0011
1 (one)	Power Pole "T" SPPT
6 (six)	Pedestal APA0612
2 (two)	Trans cable STC24
2 (two)	Trans cable STC48
10 (ten)	Lower fabric panel NPF3236
5 (five)	Upper glaze NUG3236
1 (one)	Panel W Elec EFF4236
1 (one)	Panel PFF4236
1 (one)	Panel PFF4230
2 (two)	Panel PAA8024
2 (two)	Panel PAA8024
2 (two)	Panel PAA8030
4 (four)	Panel PAA8036
1 (one)	Panel W Elec EAA8042
1 (one)	Panel W Elec EAA8048
1 (one)	Panel W Elec EAA8024
1 (one)	Worksurface WDL7230
1 (one)	Desk Side WES3030
1 (one)	Modesty Panel WMS7227
1 (one)	Worksurface HCL4218
1 (one)	Worksurface HCL7224
1 (one)	Pedestal APA0612
1 (one)	Flip door cabinet CAF30
1 (one)	Bin drawer CBAF30
1 (one)	Bin divider CBD
1 (one)	Door GPA8042
1 (one)	Power pole SPP90

BALTIMORE FEDERAL FINANCIAL, F.S.A.

TRANS-AMERICAN LEASING CORPORATION

BY: *Manoj S. Deynar*  
 TITLE: LLCO

BY: *Frank J. Smith*  
 TITLE: Rx V.P.

BOOK 510 PAGE 185

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
4 (four)	Duplex S0011
2 (two)	Hi/Lo Connector PHL90
5 (five)	Fabric
2 (two)	Leveling plate WPC
10 (ten)	Wood trim MFS
7 (seven)	Top Cap MTC36
3 (three)	Top Cap MTC24
2 (two)	Top Cap MTC30
2 (two)	Top Cap MTC42
1 (one)	Top Cap MTC48
1 (one)	End Filler MPF80
1 (one)	End Filler MPFT80
4 (four)	End Filler MPF8090
3 (three)	Vinyl Extrusion GVF6300
1 (one)	Vinyl Extrusion GVF63TO
3 (three)	Vinyl Extrusion GVF6390
3 (three)	Wire Manager GWR19
1 (one)	Panel PFF4230
1 (one)	Panel Elec EAA6330
2 (two)	Panel PAA6324
1 (one)	Panel Elec EFF4248
2 (two)	Worksurface HCL3024
1 (one)	Worksurface HCL4324
2 (two)	Worksurface HCC2424
1 (one)	Counter surface HCS4812
1 (one)	Counter Surface HCS3012
2 (two)	Counter Surface HCR2412
1 (one)	Pedestal APA0612
1 (one)	Power Pole SPP90
1 (one)	Trans Cable STC48
2 (two)	Duplex S0011
2 (two)	Hi/Lo Connector PHL
4 (four)	Connector PHL90
1 (one)	Tasklight GLT24
1 (one)	Flip door cabinet CAF30
4 (four)	Leveling plate WPC
1 (one)	Panel W Elec EFF3236
1 (one)	Panel W Elec PFF3236
2 (two)	Panel PFF3224
1 (one)	Panel W Elec EAA6324
1 (one)	Panel W Elec EAA6336

BALTIMORE FEDERAL FINANCIAL, F.S.A.

TRANS-AMERICAN LEASING CORPORATION

BY: Nancy S. GaynorBY: Frank J. DavisTITLE: CCOTITLE: BMVP

BOOK 510 PAGE 190

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
4 (four)	Panel PAA6336
3 (three)	Panel PAA6324
2 (two)	Worksurface HCL7224
2 (two)	Flip door cabinet CAF36
2 (two)	Tasklight GLT24
1 (one)	Pedestal APA0612
2 (two)	Connector PHL90
1 (one)	Leveling plate WPC
1 (one)	Power cable SPC
3 (three)	Duplex S0011
4 (four)	Panel PAA6336
3 (three)	Panel PAA6324
2 (two)	Worksurface HCL7224
2 (two)	Flip door cabinet CAF36
2 (two)	Tasklight GLT24
1 (one)	Pedestal APA0612
2 (two)	Connector PHL90
1 (one)	Leveling plate WPC
1 (one)	Power cable SPC
3 (three)	Duplex S0011
10 (ten)	Amseco Acton chair 8704
1 (one)	Condi oval conf. table
1 (one)	Bus Access Magnabd Cabinet
1 (one)	Panel trim GVF80T0
1 (one)	Panel trim GVF6390
8 (eight)	Duplex S0T12
1 (one)	Power cord ses
1 (one)	Trans cable STC30
1 (one)	Panel EAA6336
1 (one)	Panel PAA8024
1 (one)	Panel EAA8036
2 (two)	Panel PAA8030
2 (two)	Panel EAA8030
1 (one)	Panel EFF3224
1 (one)	Panel PFF3224
2 (two)	Panel PFF3230

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: Nancy L. Saynor  
TITLE: UCCO

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. [Signature]  
TITLE: Bx VP.

## EQUIPMENT LIST

QUANTITY	DESCRIPTION
1 (one)	Worksurface HCL6024
1 (one)	Worksurface HCL6030
2 (two)	Worksurface HCL3624
1 (one)	Cabinet CAF36
1 (one)	Cabinet CAH36
4 (four)	Cabinet CAF30
2 (two)	Task light GLT24
1 (one)	Keyboard HMK2410
1 (one)	Pedestal APA0612
1 (one)	Level Plate WPC
1 (one)	Wire Mgr GWR19
4 (four)	Connector HILO 90 PHL90
4 (four)	Connector HILO PHL
1 (one)	Panel trim GVF8000
1 (one)	Scandiline desk V3161DB
1 (one)	Scandiline Credenza
1 (one)	B10 Synchro 8475-2300
1 (one)	Worksurface WDL7230
1 (one)	Desk side WES3030
1 (one)	Worksurface HCL4218
1 (one)	Condi credenza E215
2 (two)	Curved panel VFF4224
1 (one)	Hamilton shelves
1 (one)	Schaffer desk chair
2 (two)	Schaffer visitor chair

800 510 187

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: Nancy Saylor  
TITLE: UCO

TRANS-AMERICAN LEASING CORPORATION

BY: Frank D. [Signature]  
TITLE: BAVP

510 188

200070 93.50

FINANCING STATEMENT FORM UCC-1

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

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

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

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

This financing statement Dated 2/17/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Sch. 04  
Name Tidewater Rental Center, Inc.  
Address 166 Penrod Court, Glen Burnie, MD 21061

2. SECURED PARTY  
Name Trans-American Leasing Corporation  
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway  
Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

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

SEE ATTACHED EQUIPMENT LISTS.

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

RECORD FEE 73.00  
POSTAGE .50  
403041 071 001 110429  
APR 2 87

T.B.

CHECK  THE LINES WHICH APPLY

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

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

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

TIDEWATER RENTAL CENTER, INC.

*Michael Zupkowitz*  
(Signature of Debtor)

Michael Zupkowitz  
Type or Print Above Signature on Above Line

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

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

TRANS-AMERICAN LEASING CORPORATION

*Frank J. ...*  
(Signature of Secured Party)

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

Filed with Anne Arundel County.

93.50

TIDEWATER RENTAL CENTER

BOOK 510 PAGE 190

Schedule 04

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	Compressor, 1/2 HP EL
2	Compressor, 3/4 HP 2.4CF
2	Compressor, 8 HP GAS
5	Compressor, Kit 1 HAM
1	Compressor, 80CFM
1	Compressor, 85CFM
<del>3</del>	<del>Compressor, 100CFM</del>
1	Compressor, Kit 2 HAM
1	Compressor, 150CFM
1	Air reg./separator
4	Breaker, 60# Air
4	Breaker, 80# Air
2	Chipping Hammer, Air
1	Clay spade hammer
2	Impact wrench, 1/2" DR
1	Nailer, Air
1	Nailer, Air kit 8 HP
1	Needle scaler
1	Rotary hammer, air
1	Sandblast kit, 35 lb.
2	Sandblast kit, 300 lb.
2	Stapler, roofing kit
1	Tamper, air
2	Stapler, roofing
1	Sandblaster, 35 lb.
2	Sandblaster, 300 lb.
2	Hood, Sandblast
25	Hose, air 3/4X50'
1	Hose, Air 1/4X25'
5	Hose, Air 1/4X50'
1	Hose, Sandblast 25'
10	Asphalt spade, 1 1/8
0	Asphalt spade, 1 1/8
11	Moil point, 3/4"R
33	Moil point, 3/4"
25	Moil point, 1 1/8
0	Moil point

*Handwritten initials/signature*

TIDEWATER RENTAL CENTER

BY: *[Signature]*  
TITLE: *[Signature]*

TRANS-AMERICAN LEASING CORPORATION

BY: *[Signature]*  
TITLE: *Ex V.P.*

800 510 190

TIDEWATER RENTAL CENTER

Schedule 04

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
0	Chisel point
4	Chisel point, CP
6	Chisel point, 3/4" R
12	Chisel point, 3/4"
2	Chisel point, 11300B
12	Chisel point, 1 1/8
1	Clay spade, 1 1/8"
3	Scaling chisel, CP
3	Scaling chisel, 3/4"R
4	Compactor, upright
4	Roller, hand 18X24
1	Roller, tow 18X32
1	Roller, 1 Ton
3	Tamper, hand 8 X 8
4	Vibratory plate
1	Air tank
1	Ball joint kit
1	Ball joint kit, 4WHDR
1	Ball joint separator
2	Ball joint socket
1	Battery charger, Fast
1	Cam bearing set
1	Clutch aligning tool, A
1	Clutch aligning tool, M
1	Coil spring comp, I
1	Coil spring comp, O
1	cylinder deglazer
1	Engine stand
1	Flaring tool, double
1	Jumper cable
1	Piston groove, cutter
1	Pitman arm wedge
1	Ring compressor, Medium
0	Ring Compressor, diesel
1	Ring expander
2	Ridge reamer
1	Breaker Bar, 3/4"
1	Socket, 3/4" X 36MM
1	Socket, 3/4" X 2 9/16
1	Socket, 3/4" X 1 1/4

TIDEWATER RENTAL CENTER

BY: Michael Smith

TITLE: Pres

TRANS-AMERICAN LEASING CORPORATION

BY: Frank Dando

TITLE: Ex. V.P.

BOOK 510 PAGE 191

TIDEWATER RENTAL CENTER

Schedule 04

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	Socket, 3/4" X 1 5/16
1	Socket, 1 3/8"
1	Socket, 3/4" X 2 3/4"
1	Socket, 3/4" X 7/16"
1	Socket, 3/4" X 1 1/2"
1	Socket, 3/4" X 1 9/16"
1	Stud extractor
2	Expander, tail pipe
1	Thread chaser, adj.
1	Tie rod separator
1	Timing light
1	Torque wrench, inch#
2	Torque wrench, foot#
1	Torque mult to 1000#
2	Valve spring comp.
1	Valve tappet remove
3	Wheel bearing wrench
1	Wrench, adj. 16"
1	Wrench, adj. 12"
1	Puller, dent
1	Puller, 2-Jaw small
2	Puller, 2-Jaw medium
1	Puller, 3-Jaw small
1	Puller, A/C Pulley
1	Puller, 3-Jaw medium
2	Puller, 3-Jaw large
2	Puller, Axle
3	Puller, Harmonic balance
1	Puller, Internal
1	Puller, power steering
3	Puller, slide hammer
2	Puller, steering wheel
2	Puller, pitman arm
2	Puller, vega Cam
1	Puller, push
1	Puller, universal hub
1	Chainfall, 1/2 ton
1	Chainfall, 1 ton
1	Chainfall, 5 ton
1	Chain hoist, 1 1/2 ton

TIDEWATER RENTAL CENTER

BY: [Signature]

TITLE: [Signature]

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]

TITLE: [Signature] B&VP

BOOK 510 PAGE 192

TIDEWATER RENTAL CENTER

Schedule 04

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
4	Jack, Column
3	Come-A-long
1	Sling
1	Jack, drywall
6	Engine hoist w/sling
1	Jack, floor 2 ton
10	Jack, Hydraulic 12 ton
3	Jack, Hydraulic 20 ton
2	Jack, Hydraulic 60 ton
1	Lift, 18' 600 lb.
1	Jack, Pallet
2	Jack, screw 2 X 12
4	Jack, stand 6 ton
1	Port-a-power, 10 ton
2	Jack, trans hydraulic
1	Jack, trans Mech.
1	Jack, trans 1 ton HD
1	Amplifier w/mike
2	File cabinet, 4 D ltr
1	Jobcom, 2-way F.M.
3	Megaphone
3	Projector, overhead
1	Projector, 8 MM
2	Projector, 16 MM w/sound
2	Projector, 35 MM slide
2	Recorder, cassette
2	Screen, projection
2	Sound lectern
1	Terminal table, mobile
1	T.V. & V.C.R. Combo, remot
1	Typewriter stand
2	Bulb, spare (dek)
2	Bulb, spare (DLD)
1	Bulb, spare (ENX)
2	Reel, 16 MM large
1	Calculator, printing
1	Telephone answer sys.
0	Multi-line adaptor
3	Typewriter, elec.
2	Typewriter, elec. I.B.M.

TIDEWATER RENTAL CENTER

BY: [Signature]

TITLE: [Signature]

TRANS-AMERICAN LEASING CORP.

BY: [Signature]

TITLE: Ex VP

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TIDEWATER RENTAL CENTER

Schedule 04

EQUIPMENT LIST

QUANTITY

DESCRIPTION

3	Breaker, elec small
7	Breaker, elec large
1	Drill, 1/4" RT angle
1	Drill, 1/2" RT angle
1	Drill, 3/8" VSR
1	Drill, 3/4" 2 speed
2	Hammer drill, 1/2"
1	Impact wrench, elec. 1/2"
2	Rotary Hammer, 1 1/2"
3	Rotary Hammer, 2"
1	Screw gun, drywall
1	Drill, battery
4	Sledge hammer
5	Carbide, B-T 1/2" X 8"
1	Carbide, B-T Bushing
6	Carbide, B-T 5/8" X 8"
3	Carbide, B-T 9/16" X 8"
1	Carbide, B-T 3/4" X 8"
1	Carbide, B-T 3/4" X 5"
2	Carbide, B-T 7/8" X 8"
2	Carbide, B-T 1" X 13"
2	Carbide, 1 1/4 X 14
2	Carbide, 1 1/2 X 14
1	Band tool set, 1/2" 2 pc.
3	Floor nailer
1	Stapler, carpet elec.
1	Stapler, Electric
2	Stapler, hand gun
1	Stapler, underlay
4	Stud driver, LV
4	Broom, street
2	Carpet, chisel
4	Carpet cleaner, trewax
2	Carpet cutter, R.B.
1	Carpet Cutter, Loop-P
5	Carpet kicker
5	Carpet, seaming iron
1	Carpet shampooer, 13'
1	Carpet shears
1	Carpet stretcher
1	Ceramic tile cutter, small
1	Ceramic tile cutter, large
1	Ceramic tile nipper

TIDEWATER RENTAL CENTER

BY: *[Signature]*

TITLE: *[Signature]*

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BY: *[Signature]*

TITLE: *[Signature]*

TIDEWATER RENTAL CENTER

510 104

Schedule 04

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
2	Cutter, asb. shingle
2	Cutter, floor tile
1	Cutter, plastic tile
2	Polisher, floor 13" W/BP
3	Polisher, floor 17" W/BP
1	Polisher, high speed 17"
1	Roller, Tile 80#
1	Roller, tile 150#
1	Stripper, floor
1	Sweeper, gas 30#
1	Upholstery tool
2	Vacuum, carpet small
2	Vacuum, carpet large
3	Vacuum, wet/dry small
1	Vacuum, wet/dry large
3	Wallpaper steamer
2	Airless spray unit
2	Roller, power
4	Generator, 2500W
1	Generator, 3000W
2	Generator, 4000W
1	Generator, 5000W
1	Floodlight, 500W-QTZ
1	Floodlight, 2000W
4	Light pole, 2 lite
2	Line splitter
3	String lights
8	Extension cord, 12/3 50'
5	Extension cord, 12/3 100'
1	G.F.I.
9	Barricade w/flash
12	Bed, rollaway 30"
1	Bed, rollaway 48"
4	Car seat, infant
11	Crib
4	Highchair
2	Playpen
3	Stroller
1	Cane, Aluminum
2	Cane, quad
2	Commode, chair
2	Table, overbed
3	Walker
7	Wheelchair, adult
1	Wheelchair, child

TIDEWATER RENTAL CENTER

BY: *Michael D. Smith*

TITLE: *Pres.*

TRANS-AMERICAN LEASING CORPORATION

BY: *Frank J. Sandoz*

TITLE: *Exp.*

TIDEWATER RENTAL CENTER

Schedule 04

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	Bicycle, action bike
1	Bicycle, speed
1	Jogger, treadmill
1	Roller, massage
1	Rowing machine
2	Vibrator belt
2	Furnace, prop 60M Agri
3	Furnace, prop 170M Agri
2	Heat gun, elec.
1	Heater, prop 12M BTU
2	Heater, prop 22M BTU
5	Heater, prop 100M BTU
2	Heater, prop 150M FA
41	Heater, prop 250M BTU
1	Heater, camp 3M BTU
7	Heater, Kero 60M BTU
1	Heater, Kero 350M BTU
10	Heater, elec 1300W
1	Heater, elec Quartz
0	Propane tanks
8	Tank, propane 20 lb.
8	Tank, LP 20 N/C W/Heater
51	Tank, Propane 100 lb.
53	Tank, LP 100 N/C
1	Tank, prop manifold
2	Dehumidifier
1	Fan, box 21"
16	Fan, pedestal
2	Fan, 48"
3	Blower, carpet
2	Blower, insulation
1	Blower, snow
3	Aerator, hand
1	Aerator, power
1	Aerator, towable
4	Auger, gasoline 5HP
0	Bit, Auger 8"
1	Blower, leaf
4	Brush cutter, gas
1	Brush cutter, 30" sher
1	Bulb planter
4	Digging Bar
2	Edger, lawn gas

TIDEWATER RENTAL CENTER

BY: *[Signature]*TITLE: *[Signature]*

TRANS-AMERICAN LEASING CORPORATION

BY: *[Signature]*TITLE: *Ex VP*

TIDEWATER RENTAL CENTER

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Schedule 04

EQUIPMENT LIST

QUANTITY

DESCRIPTION

2	Hedge trimmer, elec 16"
1	Hedge trimmer, elec 30"
1	Hedge trimmer, gas
2	Log splitter 26" 10HP
1	Loping shears
3	Mattock
7	Mower, 4HP
2	Grass catcher
2	Mower, mulching
1	Mower, self-prop 21"
1	Mower, sickle bar
1	Pick
1	Post driver
5	Post hole auger, 6"
1	Extension/hand auger
6	Post hole digger
1	Rake, bow
1	Scythe
8	Shovel
1	Sod cutter
1	Sprayer, pump tank
2	Spreader, drop
3	Spreader, broadcast
1	Spreader, broadcast towab
2	Spreader, seed
1	Spreader, towable 36"
1	Stretcher, wire
6	Thatcher, power rake
9	Tiller, 5HP
2	Tiller, rear tine S.P.
1	Vacuum, lawn gas
2	Weed Burner
6	Wheelbarrow
1	York rake 4'
2	Brick tongs
1	Concrete buggy, power
1	Brick splitter
7	Bull float
13	Bull float handles
2	Mixer, concrete elec.
4	Mixer, concrete gas

TIDEWATER RENTAL CENTER

BY: [Signature]

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TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]

TITLE: [Signature]

TIDEWATER RENTAL CENTER

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Schedule 04

EQUIPMENT LIST

QUANTITY

DESCRIPTION

1	Edger, pole
0	Finishing tools
3	Edger, hand
4	Groover, hand
9	Trowel, hand finish
2	Trowel, hand magnes.
1	Hammer, mason
1	Hoe, mortar
1	Mixing Box
2	Mixer, mortar gas
1	Rake, asphalt
1	Trowel, pole
4	Trowel, power 36"
3	Vibrator, concrete 1 3/8
1	Vibrator, concrete 2"
1	Animal cage, travel
1	Animal trap, medium
1	Chimney cleaner, adj.
2	Chimney brush set
1	Flue brush, 6" round
1	Flue brush, 7" square
1	Flue brush, 8" round
1	Flue brush, 7" X 11"
1	Flue brush, 12" square
1	Flue brush, utility
2	Rods, ext. 30"
2	Rods, ext. 5'
12	Tape, fish 200'
1	Knee pads
2	Level, 48"
1	Measuring wheel
1	Metal detector
1	Refrigeration gauge
1	Regulator, helium
1	Suction cups (pair)
2	Tripod F/Trans. level
1	Level, transit
2	Rod F/Trans. level
1	Truck, appliance
8	Truck, appliance H.D.
1	Chain binders
5	Dolly, 4" swivel WH
25	Dolly, flat bed
1	Dolly, piano
1	Truck, hand
2	

TIDEWATER RENTAL CENTER

BY: [Signature]

TITLE: [Signature]

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]

TITLE: Bx V.P.

TIDEWATER RENTAL CENTER

BOOK 510 PAGE 153

Schedule 04

EQUIPMENT LIST

QUANTITY

DESCRIPTION

1	Truck, hand large
2	Johnson bar, 4000#
38	Moving pads
2	Ramps, loading (pair)
2	Trailer, loader
1	Trailer, Kubota
1	Trailer, Loader tilt
1	Trailer, roller
1	Trailer, Sod cutter
2	Trailer, trencher
7	Trailer, concrete
3	Hitch, bumper
1	Hitch, reese
2	Tow bar, frame type
1	Tow bar, bumper type
1	Tow dolly
2	Ball, trailer 2"
2	Ball, trailer 2 5/16"
1	Cotton candy machine
3	Deep fryer, elec.
1	Deep fryer, prop.
0	Helium tank, 291 cu. ft.
2	Hot dog steamer
1	Popcorn machine
2	Sno-cone machine
1	30" Dice wheel, w/Laydow
1	Raffle ticket drum
1	Felt craps layout
1	Felt blackjack layout
1	Felt roulette layout
2	Chafer, 4 qt. SS rnd
22	Chafer, 8 qt. SS
4	Chafer, 4 qt. SS
3	Chafer, 8 qt. S.P. Rnd.
2	Chafer, Lucite 2 tray
1	Chafer, Lucite 3 tray
3	Chafer, 4 qt. S.P.
2	Chafer, 8 qt. S.P. OB.
1	Chafer, 12 qt 3-sec ss/brs
1	Chafer, sp-2 sec. elec.
2	Chafer, 3 qt sp ob.
2	Chafer, 2 qt sp rnd
22	Pan, chafer 1/3 rnd size
15	Pan, Chafer 1/2 size
27	Pan, Chafer full size

TIDEWATER RENTAL CENTER

BY: [Signature]

TITLE: [Signature]

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]

TITLE: [Signature]

TIDEWATER RENTAL CENTER

Schedule 04

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
517	Bread & butter, 6", cream
36	Creamer, cream
467	Cup, cream
342	Dinner plate, 10" cream
207	Fruit dish, cream
16	Gravy boat, cream
281	Luncheon, 9" cream
28	Platter, 9" oval cream
22	Platter, 12" oval cream
17	Platter, 14" oval cream
540	Salad/dessert, 7" cream
394	Saucer, cream
77	Salt & pepper sets, cream
243	Snack plate, 9" cream
204	Soup bowl, cream
41	Sugar bowl, cream
33	Vegetable bowl, cream
348	Bowl, cereal/soup cream
50	Bouillon cup, cream
71	Dinner plate, 10" white
144	Salad plate, 7" white
72	Cup, white
72	Mug, white
72	Saucer, white
10	Sugar bowl, white
10	Creamer, white
72	Bowl, soup/cereal white
20	Salt & pepper, white
5	Soup Tureen, white
0	China, crystal
72	Dinner plate, crystal
42	Cup, crystal
72	Saucer, crystal
72	Salad 8" crystal
72	Dessert 7" crystal
72	Mug, crystal
72	Bread/butter 6" crystal
4	Cofpot, 55 cup s.s.
3	Cofpot, 100 cup alum
8	Cof server, ther 32 oz
1	Samovar, s.s.
1	Cof server, sp 4 pc
2	Thermos, 5 gal
1	Cof. server, sp 5 piece
3	Cof. server, 50 cup s.p.

TIDEWATER RENTAL CENTER

BY: [Signature]

TITLE: [Signature]

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]

TITLE: [Signature]

BOOK 510 PAGE 200

TIDEWATER RENTAL CENTER

Schedule 04

EQUIPMENT LIST

QUANTITY

DESCRIPTION

292	Fork, dinner s.s.
319	Knife, dinner s.s.
344	Fork, salad s.s.
396	Spoon, tea s.s.
217	Spoon, soup s.s.
62	Fork, cocktail s.s.
238	Spreader, butter s.s.
36	Knife, butter s.s.
34	Sugar shell, s.s.
8	Fork, service s.s.
24	Spoon, service s.s.
25	Ladle, sauce s.s.
2	Fork, carving s.s.
2	Knife, carving s.s.
55	Knife, steak
1	Spoon, iced tea s.s.
216	Fork, dinner s.p.
343	Knife, dinner s.p.
374	Fork, salad s.p.
382	Spoon, tea s.p.
73	Spoon, soup s.p.
30	Fork, cocktail s.p.
104	Spreader, butter s.p.
1	Sugar shell, s.p.
9	Fork, serving s.p.
10	Spoon, serving s.p.
2	Spoon, serving s.p. sltd
6	Spoon, serving s.p. 1/hnd
9	Dessert wedge, s.p.
2	Claw, service
1	Ladle, sauce s.p.
2	Fountain, 2 gal.
2	Fountain, 3 gal alum.
2	Fountain, 3 gal. s.s.
2	Fountain, 3 gal. ssgld
2	Fountain, 4 gal.
2	Punch bowl, 1dl/tray s.p.
2	Punch cup, s.p.
34	Punch bowl, 1dl glass
5	Punch cup, glass
373	

TIDEWATER RENTAL CENTER

BY: [Signature]

TITLE: [Signature]

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]

TITLE: [Signature] Bx VP

BOOK 510 PAGE 201

TIDEWATER RENTAL CENTER

Schedule 04

EQUIPMENT LIST

QUANTITY

DESCRIPTION

24	Bowls, 8 oz.
377	Champagne/saucer
370	Champagne/tulip
72	Glass, irish coffee
153	Glass, on the rocks tem
130	Glass, cocktail stem
73	Glass, cordial stem
275	Glass, parfait 4 1/2
11	Glass, parfait flute 8 oz.
354	Glass, water goblet
84	Glass, wine 16 oz.
674	Glass, wine 8 oz.
143	Glass, wine 4 oz.
144	Glass, whiskey sour stem
47	Glass, pilsner
149	Glass, beer
55	Glass, sherbet
212	Glass, juice flat
571	Glass, hi-ball flat
490	Glass, old fashioned flat
63	Glass, shot
86	Glass, brandy
59	Ashtray
48	Candleholder, star
109	Candleholder, votive
55	Candleholder, conv.
10	Carafe, 1 ltr
49	Hurricane globe, 14"
4	Salt & peper set, crystal
17	Pitcher, 2 qt.
4	Cooler, super
2	Cooler, beer keg
4	Beer tub
4	Food carrier, cambro w/pa
1	Grill, towable prop 2' X 5'
1	Grill, towable char. 3' X 6
2	Burner, elec (2)
3	Burner, propane
4	Chafer fork
4	Chafer ladle
4	Chafer spoon
19	Chafer spoon/slot
5	Charcoal pit, 2' X 5'

TIDEWATER RENTAL CENTER

BY: [Signature]

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TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]

TITLE: Ex V.P.

TIDEWATER RENTAL CENTER

BOOK 510 PAGE 202

Schedule 04

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
2	Rotisserie
5	Grill, 2' X 5'
2	Clam steamer
1	Griddle, 30 propane
16	Tiki torches
24	Tiki torche poles
1	Bar, cambro
1	Bar, portable 4'
36	Basket, wicker small
4	Basket, wicker large
15	Bowl, clam acryl small
3	Bowl, clam acryl large
2	Bowl, lucite 18"
1	Bowl, dip lucite
1	cheese tray lucite duck
1	Tray, ser. fish lucite
2	Bowl, lucite 23"
1	Condoment, 3 sec. lucite
2	Cut brd lucite 18 X 24
1	Ice bucket, large
1	Ice chest, cambro
12	Ladle, large
1	Meat slicer
10	Spoon, serving large
5	Stock pot, 40 qt.
3	Stock pot, 60 qt.
2	Crab pot, 80 qt/basket
3	Stock pot/80qt w/o basket
20	Tongs, utility small
4	Tongs, utility medium
3	Tongs, utility large
0	Tray, lucite 23" rnd
12	Bus pan
12	Waiter stand
4	Waiter tray
2	Warming lamp/tray
1	Wok, electric

TIDEWATER RENTAL CENTER

BY: [Signature]

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TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]

TITLE: [Signature]

EQUIPMENT LIST

QUANTITY	DESCRIPTION
2	Cake stand
2	Champagne bucket tbl
2	Butter, covered
4	Vegetable, covered
2	Ice bucket
6	Ladle, punch s.p.
4	Bowl, revere 4" shallow
1	Bowl, revere 8"
3	Bowl, revere 10"
1	Bowl, revere 15"
2	Tray, rec./gl. bowl
2	Sauce, boat/tray
2	Sauce warmer
1	Trays, silver bread
10	Tray, s.p. rnd. 15"
6	Tray, s.p. rnd. 14"
2	Tray, s.p. rnd. 12"
1	Tray, s.p. rnd. 8"
2	Tray, s.p. rnd. 20"
11	Tray, s.p. obl 18"
9	Tray, s.p. obl 29"
2	Trays, silver bread
1	Tray, s.p. gallery
1	Creamer, s.p.
1	Sugar bowl, s.p.
3	Coffee pot, s.p.
2	Tea pot, s.p.
12	Silver underliners
0	Tong, s.p.
1	Carpet, brown 9 X 12
0	Dancefloor 3' X 3'
12	Dancefloor, 3' X 6' (sec)
5	Screen, folding
4	Platform, 3 X 6 X 16 (sec)
1	Runner, 3' X 24' Red
2	Stair, 2 step 3 X 16
1	Skirting, pltfrm 15'
2	Bowl, s.s. 8 qt.
2	Bowl s.s. 13 qt.
2	Bowl, s.s. 30 qt.
1	Cake stand, s.s.
1	Pitcher, 2 qt. s.s.
22	Platter, s.s. 12"
2	Platter, s.s. 14"

TIDEWATER RENTAL CENTER

BY: *[Signature]*

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TRANS-AMERICAN LEASING CORPORATION

BY: *[Signature]*

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800 510 204

TIDEWATER RENTAL CENTER

Schedule 04

EQUIPMENT LIST

QUANTITY

DESCRIPTION

4	Platter, s.s. 16"
2	Platter, s.s. 21"
1	Tray, salmon
2	Server, cond. 3 sec.
3	Serv. 1z/su sauce
1	Serv. 1z/su 3 tier
9	Shrimp cocktail
3	Serv. deep/lid
2	Wine cooler, w/flr stn
652	Chair
50	Chair, chiavari w/cushion
24	Chair, conference
20	Chair, conference arm
8	Chair, toddler
244	Chair, white wooden
82	Table, 8' X 30"
21	Table, 6' X 30"
76	Table, 60" round
0	Table, 72" round
12	Table, 40" round
6	Table, 42" rd. wood
13	Table, 42" round mesh
12	Table, 48" rd. wood
10	Table, 31" X 31"
4	Table, serp. sec.
2	Table, toddler
5	Table top, lucite 8'
7	Table top, lucite 6'
1	Table, display
1	Canopy, 10' X 20' frame
3	Canopy, 20 X 20 y/w
1	Canopy, 20 X 20 frame y/w
1	Canopy, 20 X 30 frame y/w
1	Canopy, 20 X 40 frame y/w
1	Canopy, 20 X 20 frame white
1	Canopy, 20 X 30 frame white
1	Canopy, 20 X 40 frame white
2	Balloon lights (20' X 20')
4	Canopy side (white)
12	Umbrella, white table

TIDEWATER RENTAL CENTER

BY: [Signature]

TITLE: [Signature]

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]

TITLE: [Signature]

TIDEWATER RENTAL CENTER

Schedule 04

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	Cake knife
36	Candle, permanent ea.
5	Candleabra, 3 arm, ea.
1	Candleabra, 5 arm, ea.
2	Candleabra, ea. brass 7 li
2	Candleabra, ea. 7 lt/fl
2	Candleabra, ea. spiral
2	Candleabra, unity
5	Aisle candle holders
2	Fern stands
4	Fern artificial
1	Gazebo
1	Kneeling bench, pr
1	Wedding arch brass
2	Trellis arch
1	Wedding arch, white
54	Breadbasket, red plaid
82	Bud vase, white
12	Candle holder, white
9	Votive, stemmed
15	Candle rings, holly
1	Candle snuffer
8	Coat rack
62	Coat hangers, wdn
500	Coat hanger, wire
2	Garland/flowers
2	Ice chest
1	Ice cream maker
4	Ice scoops
1	Mirror ball/motor
2	Pinspot, lamp
1	Regrigerator, 2 cu ft.
40	Salad bowls, wd/tone
2	Santa suit
2	Shower umbrella, lrg white
1	Shower umbrella, p blue
1	Shower umbrella, yellow
1	Shower umbrella, pink
6	Stanchion
5	Stan roping, 8' rd vel
1	Steamer, clothing

TIDEWATER RENTAL CENTER

BY: [Signature]

TITLE: [Signature]

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]

TITLE: Ex VP.

510 2003

TIDEWATER RENTAL CENTER

Schedule 04

EQUIPMENT LIST

QUANTITY	DESCRIPTION
7	Party lites, 12' 7 lt
12	Wastebasket
1	Wishing well, lrg.
1	Wishing well, sm
5	Courtesy discount
7	Easel
1	Flipchart, w/chalkboard
1	Croquet set
7	Horseshoe set
2	Softball set
1	Volleyball set
2	Lantern, gas mantle
100	Lantern, gas mantle
23	Poles, pr (pkg) yellow
30	Poles, pr (pkg) blue
40	Poles, pr (pkg) green
21	Poles, pr (pkg) black
8	Bibs, skiing m-m
4	Bibs, skiing m-s
4	Bibs, skiing L-8
8	Bibs, skiing L-10
8	Bibs, skiing L-12
4	Bibs, skiing L-14
1	Ski rack, dynamic - S
1	Ski rack, dynamic - M
3	Ski rack, S-7
4	Ski rack, M-8
3	Ski rack, L-9
25	skis w/bindings 140CM
25	Skis w/bindings 150CM
25	Skis w/bindings 160CM
20	Skis w/bindings 170CM
10	Skis w/bindings 180CM
4	Boots, 290L
10	Boots, 305L
19	Boots, 315L
21	Boots, 325
20	Boots, 335
25	Boots, 345
20	Boots, 355
6	Boots, 360

TIDEWATER RENTAL CENTER

BY: [Signature]

TITLE: [Signature]

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]

TITLE: [Signature] BxVP

TIDEWATER RENTAL CENTER

510 207  
Schedule 04

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
25	Skis w/bindings 140CM pkg
25	Skis w/bindings 150CM pkg
25	Skis w/bindings 160CM pkg
20	Skis w/bindings 170CM pkg
10	Skis w/bindings 180CM pkg
4	Boots, 290L (pkg)
10	Boots, 305L (pkg)
19	Boots, 315L (pkg)
21	Boots, 325 (pkg)
20	Boots, 335 (pkg)
25	Boots, 345 (pkg)
20	Boots, 355 (pkg)
6	Boots, 360 (pkg)
1	Wrench, basin
1	Bender, conduit 1/2"
1	Bender, conduit 3/4"
1	Bender, conduit 1"
2	Bender, tube
1	Wrench, chain
1	Cutter, tube 1/8"-1"
3	Cutter, pipe 1/4"-2"
1	Cutter, pipe 2"-4"
1	Flaring tool
1	Lead pot kit
1	Tap die, 2"
3	Pipe die, ratchet
2	Pipe die, 3/8"
3	Pipe die, 1/2"
1	Pipe die, 3/4"
1	Pipe die, 1"
1	Pipe die, adj. 1"-2"
2	Pipe vise, tristan
1	Pipe wrench, 14"
3	Pipe wrench, 18"
2	Pipe wrench, 24"
3	Soil pipe cutter
2	Pipe wrench, 36"
1	Wrench, strap

TIDEWATER RENTAL CENTER

BY: [Signature]

TITLE: [Signature]

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]

TITLE: Exp.

TIDEWATER RENTAL CENTER

BOOK 510 PAGE 20

Schedule 04

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
11	Pump, sub elec. 3/4"
2	Pump, elec 1 1/2"
7	Pump, elec sub 2"
1	Pump, fuel oil elec
5	Pump, cent gas 2"
2	Pump, cent gas 3"
5	Pump, diaph gas 3"
2	Pump, trash gas 3"
1	Pump, Vacuum refrig.
1	Pump, waterbed
3	Hose, disch 1 1/2X25
11	Hose, disch 2" X 50'
5	Hose, disch 3" X 50'
1	Hose, suct 1 1/2" X 20'
6	Hose, suct 2" X 15'
5	Hose, suct 3" X 15'
1	Hose, 300' reel towable
1	Switch, float
1	Hydrant, adaptor 2"
1	Hydrant, wrench
1	Hose nozzle, 2"
0	Jet pump assembly
2	Snake, drill 3/8" X 25'
1	Snake, toilet
2	Snake, hand 1/2" X 50'
1	Snake, elec 3/8" X 25'
1	Snake, elec 1/2" X 50'
1	Snake, elec 3/4" X 75'
1	Snake, elec 3/4" X 100'
2	Snake, elec sec cab 80'
23	Cable, 8' section
2	Pressure wash, 2150 lb ga
4	Line, 50' -2150 PSI
1	Wet sandblast attachment
1	Pressure wash, 500-2G hot
2	Pressure wash, 1000-3G ho
1	Steam cleaner
1	Steam cleaner, propane

TIDEWATER RENTAL CENTER

BY: [Signature]

TITLE: [Signature]

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]

TITLE: [Signature]

TIDEWATER RENTAL CENTER

Schedule 04

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
2	Belt sander, 4"
1	Engraver, elec.
2	Floor, edger
2	Floor, sander
1	Grinder, floor elec
2	Polisher, 7"
1	Sander/grinder, 4"
4	Sander/grinder, 9"
3	Sander, vibratory
2	Sander, speed block
2	Saw, band hand elec.
1	Saw, bow
1	Saw, carpenter hand
2	Chainsaw, elec 12"
1	Chainsaw, gas 14"
6	Chainsaw, gas 18"
1	Chainsaw, gas 24"
1	Saw, circular elec 8 1/4"
2	Saw, concrete floor
1	Saw, cut-off elec
5	Saw, cut-off gas
1	jigsaw
1	Saw, masonry (chop) gas
1	Mitre box w/saw
1	Mitre box, 10" elec
2	Saw, recip
2	Saw, table wet 10"
2	Saw, treetop
1	Saw, tub
1	Saw, crosscut two man
1	Saw, hole kit
143	Brace, diagonal
31	Caster, 8"
31	Catwalk, 7'
99	Frame, 4 1/2'
12	Frame, 5' narrow
4	Frame, 6'
0	Pins, stacking
8	Post gaurd, corner
0	Plates, foot
4	Rail, gaurd

TIDEWATER RENTAL CENTER

BY: [Signature]

TITLE: [Signature]

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]

TITLE: [Signature] BxVP.

TIDEWATER RENTAL CENTER

Schedule 04

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
6	Stems, adjustable
1	Plank, extension wd
1	Plank, aluminum 12'
1	Ladder, ext 24' fiberglass
2	Ladder, ext 24'
2	Ladder, ext 32'
2	Ladder, ext 40'
1	Ladder, adjustable
1	Ladder, step 6'
2	Ladder, step 8'
2	Ladder, step 10'
1	Ladder, trestle
3	Roller conveyor
<del>1</del>	<del>Backhoe, load kubota</del> <i>Wing-JSC</i>
1	Bobcat, M720
1	Bobcat, M700
3	Trencher, C99
3	Brake, aluminum 8'
2	Bolt cutter, small
3	Bolt cutter, 30"
2	Clamp, 6'
2	C-Clamp, 10"
1	Drum de-header
1	Trimmer, laminate
1	Puller, nail
1	Nibbler, metal 18 ga
1	Planer, elec 3"
1	Re-bar cutter, 5/8"
2	Router, elec
1	Tin snips
2	Torch cutting outfit
1	Welder, gas 150 amp
2	Helmet, welding

TIDEWATER RENTAL CENTER

BY: *[Signature]*TITLE: *[Signature]*

TRANS-AMERICAN LEASING CORPORATION

BY: *[Signature]*TITLE: *Bx V.P.*

FINANCING STATEMENT FORM UCC-1

Identifying File No. #4919

200871

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

If transaction or transactions wholly or partially subject to 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 Atlantic Investigations, Inc.

Address 401 Headquarters Dr., Suite 205, Millersville, MD. 21108

2. SECURED PARTY

Name National Surety Leasing, INC.

Address 672 Greenbriar Lane, Annapolis, MD. 21401

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

3. Maturity date of obligation (if any) April 17, 1989

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

- One (1) Trillium Panther 612 Telephone System, including
- One (1) KSU, Serial Number 860800908
- Ten (10) Hands Free Speaker Phones
- One (1) Surge Suppressor

RECORD FEE 11.00  
 Name and address of Assuree  
 FOSTER .50  
 #03040 677 801 710-28  
 APR 2 1987  
 TB

CONDITIONAL SALES CONTRACT

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Atlantic Investigations, Inc.

*[Signature]*  
 (Signature of Debtor)  
 Secretary  
 Walter K. Rothfuss/Treasurer  
 Type or Print Above Name on Above Line

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

NATIONAL SURETY LEASING, INC.

*[Signature]*  
 (Signature of Secured Party)

Carole R. Hardesty  
 Type or Print Above Signature on Above Line

311

BOOK 510 PAGE 212

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. F21-7 12, 1/79

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

This Statement refers to original Financing Statement, Identifying File No. I.D. 240920 recorded in  
Liber 445 Folio 204 on Dec. 22, 1981 (Date).

1. DEBTOR(S):  
 Name(s) Thomas H. Goodridge  
 Address(es) Mears Marina, Back Creek, Annapolis, MD (Anne Arundel Co.)

2. SECURED PARTY:  
 Name First Pennsylvania Bank N.A.  
 Address Centre Square West Concourse, Phila., Pa 19101

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.

RECORD FEE 10.00  
POSTAGE .50  
NOV 30 1981 110425  
APR 2 87

9. SIGNATURES.

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

SECURED PARTY

First Pennsylvania Bank N.A.  
By [Signature]  
John K. Price, AVP  
(Type, Name and Title)

DEBTOR(S)

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

10-50

206072

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

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

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

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
COSNER, CHARLES COSNER, CHARLOTTE M.	8706	Wabash St	Washington	DC 20022

Name of Secured Party or assignee	No.	Street	City	State
Sheffield Consumer Company	880	14th St	Cheverly	MD 20781

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

*Installation of horizontal air furnace of 25,000 BTU per hour, Panasonic installation includes new energy saving air burner, fan, Credence dual evaporator coil, refrigerant lines primary operating controls & heating cooling thermostat, furnace electrical & existing heating supply & return flues; hook-up to existing electrical supply. Remove old unit & related debris*

RECORD FEE 12.00  
POSTAGE 5.03  
APR 2 1987

(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 block system is maintained, state house number and street, if there be any, or block reference.

RECORD FEE 12.00  
POSTAGE .50  
APR 2 1987

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

APR 2 1987  
1.0.

Debtor(s) or assignor(s)

<u>Charles Cosner</u> Charles Cosner	<u>Sheffield Consumer Company</u> (Seal) (Corporate, Trade or Firm Name)
<u>Charlotte M. Cosner</u> Charlotte M. Cosner	<u>Lawrence M. Dennis</u> Signature of Secured Party or Assignee
(Type or print name under signature)	Treasurer (Owner, Partner or Officer and Title) (Signatures must be in ink)

150  
10

12.50

RETURN TO:

200873

BOOK 510 PAGE 214

FINANCING STATEMENT

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

1. Name of Debtor(s): Odenton Office Supplies Inc.  
Address: P.O. Box 580  
Odenton, Md. 21113

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: ~~XXXXXXXXXXXXXXXXXXXX~~ 209 Main St.  
~~XXXXXXXXXXXXXXXXXXXX~~ Annapolis, Md. 21401

3. This Financing Statement covers the following types (or items) of property:  
DDMS OP DEALER SYSTEM  
Central Processing Unit 60 mg hard drive; #10014  
PRINTERS Serial # 188549, # 188749 OKI Data Model  
CRT'S & KEYBOARDS Serial # 15051754, 778559, 806079, 788964, 815401, 786859  
MONITOR Serial #50754342

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  
200873 200873 110344  
APR 2 87

T.B.

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

Debtor(s): Odenton Office Supplies, Inc.  
Donna Salisbury, Pres.

*Donna Salisbury Pres.*

Secured Party:  
FIRST AMERICAN BANK OF MARYLAND

By: *[Signature]*  
Dennis L. Ortiz  
Assistant Vice President

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

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

11-30

FINANCING STATEMENT

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

1. Name of Debtor(s): ETC BEAUTY SALON, INC.  
Address: 7970 Crain Hwy.  
Glen Burnie, MD. 21061

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: ~~8700 Crain Hwy.~~ 7984 Crain Hwy.  
~~Suite 1000~~ Glen Burnie, MD. 21061

3. This Financing Statement covers the following types (or items) of property:
- 1 IBM compatible computer - Model 1XT Serial # 76183
  - 1 Panasonic Printer - KXP 1080I
  - 1 Amdek Monitor 310A

RECORD FEE 12.00  
POSTAGE 50  
APR 2 11:46  
APR 2 87

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

T.B.

(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): ETC Beauty Salon, Inc.  
*Rena Wolf (Pres)*  
Rena Wolf- President

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)

50

200375

BOOK 510 PAGE 215

### 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. 118 Roessler Rd., Glen Burnie, MD 21061

6 Secured Party Willow Ent. Inc. 325 Roesler Rd  
 Attention: Louis Wilner XXXXXXXXXXXXXXXX  
 Address: Glen Burnie, Md. 21061

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

- 7 The 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, bills receivable, drafts, acceptances and other 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 be 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 the owner, (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 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

M & M Amusement, Inc \_\_\_\_\_ (Seal)  
*Larry Jay Wilner*  
 Larry Jay Wilner - Pres \_\_\_\_\_ (Seal)  
*Larry Jay Wilner*  
 Larry Jay Wilner \_\_\_\_\_ (Seal)  
*Larry Jay Wilner et al*

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

RECORD FEE 11.00  
 POSTAGE .50  
 #03128 0777 R01 T11:56  
 APR 2 87  
 T.B.

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

11/50

SCHEDULE A

BOOK 510 PAGE 217

This Schedule A is attached and made a part of

Installemnt Sales Contract between Willow Enterprises, Inc ( Vendor)

and M& M Amusement ,Inc (PnchaseserI dated March 11,1987

2 New Premier Monte Carlo Amusement Flippers A770-A789

3 New Sega Outruns Video Drive Games-3367-3375-3379

3 New Premier Raven Flipper Games A426-A467-A477

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256529

RECORDED IN LIBER 485 FOLIO 16 ON Apr. 29 '85 (DATE)

1. DEBTOR

Name Annapolis 4A Rentals & Sales
Address 919 Lincoln Dr., Annapolis, MD 21401

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other. Includes checkboxes and descriptive text for each option.

RECORD FEE 1.00
RECORD FEE 7.00
POSTAGE .50
APR 2 87

JOHN DEERE COMPANY

Dated 16 March 1987

Signature of Ronald T. Williams, Administrator

Type or Print Above Name on Above Line

1050

BOOK 510 219

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257403

RECORDED IN LIBER 487 FOLIO 028 ON July 23 '85 (DATE)

1. DEBTOR

Name Annapolis 4A Rentals
Address 1919 Lincoln Dr., Annapolis, MD

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any)

CHECK X FORM OF STATEMENT

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other. Includes checkboxes and descriptive text for each option.



RECORD FEE 10.00
POSTAGE .50
#03132 0777 AM 11:58
APR 2 '87

JOHN DEERE COMPANY

Dated 16 March 1987

Handwritten signature of Ronald T. Williams

(Signature of Secured Party)
Ronald T. Williams, Administrator
Type or Print Above Name on Above Line

Handwritten number 1550

BOOK 510 PAGE 220

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255158

RECORDED IN LIBER 481 FOLIO 308 ON Jan. 11, 1985 (DATE)

1. ~~DEBTOR~~ LESSEE

Name Burlington Northern Air Freight Inc.  
Address 18200 Van Karman Avenue, Irvine, California 92715

2. ~~SECURED PARTY~~ LESSOR

Name Connecticut Bank and Trust Co., N.A., as Owner Trustee  
Address One Constitution Plaza, Hartford, Connecticut 06115  
Attn: Corporate Trust Dept.

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

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Amendment <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>The name of the lessee is hereby amended to reflect the change of its corporate name on August 29, 1986 to: Burlington Air Express Inc.</p>	

RECORD FEE 10.00  
POSTAGE .50  
NOV 13 11:47  
APR 2 87

BURLINGTON AIR EXPRESS INC.

*Thomas M. Murrell SR VP*  
(Signature of Lessee)

Dated as of November 13, 1986

CONNECTICUT BANK AND TRUST CO., N.A.  
as Owner Trustee

*F. W. Kawam, VP*  
(Signature of Secured Party)  
Lessor

F. W. KAWAM, VP  
Type or Print Above Name on Above Line  
DBBP&W: 34763/SJM

BOOK 510 PAGE 221

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255965  
RECORDED IN LIBER 475 FOLIO 425 ON July 31, 1984 (DATE) *ANNE ARJWDFL 87V*

1. ~~DEBTOR~~ LESSEE

Name Burlington Northern Air Freight Inc.  
Address 18200 Van Karman Avenue, Irvine, California 92715

2. ~~SECURED PARTY~~ LESSOR

Name Connecticut Bank and Trust Co., N.A., as Owner Trustee  
Address One Constitution Plaza, Hartford, Connecticut 06115  
Attn: Corporate Trust Dept.

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

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other: Amendment</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>The name of the lessee is hereby amended to reflect the change of its corporate name on August 29, 1986 to: Burlington Air Express Inc.</p>	

RECORD FEE 10.00  
POSTAGE .50  
#03114 JTT 201 711-48  
APR 2 87

BURLINGTON AIR EXPRESS INC.

*Thomas M. Smith* SPOB  
(Signature of Lessee)

Dated as of November 13, 1986

CONNECTICUT BANK AND TRUST CO., N.A.  
as Owner Trustee

*F. W. Kawar* UP  
(Signature of ~~Secured Party~~  
Lessor

Type or Print Above Name on Above Line

DBBP&W: 34763/SJM

STATE OF MARYLAND

BOOK 510 PAGE 222

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260657

RECORDED IN LIBER 495 FOLIO 394 ON March 4, 1986 (DATE)

1. DEBTOR

Name William W. Pitkin & Susan Pitkin

Address 1703 Marshcall Ct., Annapolis, Maryland 21401

2. SECURED PARTY

Name CentraBank

Address 201 N. Charles Street, P.O. Box 1316, Baltimore, Maryland 21203

RECORD FEE 10.00  
POSTAGE .50

REGISTRATION FEE 11.50

APR 2 87

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

3. Maturity date of obligation (if any) September 22, 1991

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:   
(Indicate whether amendment, termination, etc.)

TERMINATION

1972 27' Coronado Fiberglass Cabin  
Hull #DLZSS5880484 MD-6401 AL  
Conditional Sales Contract-Exempt from Recording Tax

Dated March 11, 1987

Mary J. Shue  
(Signature of Secured Party)

Mary J. Shue, Assistant Vice President

Type or Print Above Name on Above Line

1680

STATE OF MARYLAND

BOOK 510 PAGE 223

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260662

RECORDED IN LIBER 495 FOLIO 399 ON March 4, 1986 (DATE)

1. DEBTOR

Name Arthur E. Sprigman, III

Address 1703 Tarleton Way, Crofton, Maryland 21114

2. SECURED PARTY

Name CentraBank

Address 201 N. Charles Street, P.O. Box 1316, Baltimore, Md. 21203

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

3. Maturity date of obligation (if any) May 2, 1995 (Paid January 2, 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 type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> <b>XX</b> (Indicate whether amendment, termination, etc.) <b>Termination</b></p>
<p>1980 AMF Robalo Model 2320 23'2" Fiberglass Cabin Hull #SLK931940979 MD-3362 AM</p> <p>Conditional sales contract-Exempt from recording tax</p>	

RECORD FEE 10.00  
POSTAGE .50  
APR 2 1987

1590

Dated March 11, 1987

Mary J. Shue  
(Signature of Secured Party)

Mary J. Shue, Assistant Vice President  
Type or Print Above Name on Above Line

200076

Anne Arundel Co.  
A/C# 03827-1

BOOK 510 PAGE 224

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 Gunther, Mitchell W. T/A Mitchell's Trucking  
Address 1764 West Drive Pasadena, MD 21122

2. SECURED PARTY

Name Dovell & Williams, Inc.  
Address 7110-20 Crain Highway Glen Burnie, MD 21061

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 18.00  
POSTAGE .50  
APR 23 0777 ROL 11:52  
APR 2 87

T.B.

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

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

"All Goods, Chattels, Machinery, Equipment, Inventory, Accounts Chattel Paper, Notes, Contract Rights, Receivables, Accounts Receivable, General Intangibles, Furniture, Fixtures and Property of every kind and nature, wherever located now or hereafter belonging to Debtor or in which Debtor has described in attached entire Agreement and/or in any Schedule prepared in connection therewith. This Form and/or the attached Security Agreement and/or Schedule are being submitted for filing as a Financing Statement."

ASSIGNEE OF THE SECURED PARTY:  
Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mitchell W. Gunther T/A Mitchell's Trucking  
See attached for original signature  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line  
\_\_\_\_\_  
(Signature of Debtor)

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

Dovell & Williams, Inc.  
See attached for original signature  
(Signature of Secured Party)

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

18.50

CONDITIONAL SALE CONTRACT NOTE Mitchell W. Gunther

TO: Dovell & Williams, Inc. FROM: T/A Mitchell's Trucking
7110-20 Crain Highway Glen Burnie, MD 21061 1764 West Drive Pasadena, MD 21122

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

Table with 2 columns: Description of Property Purchased and Financial Items. Includes items like CASH SALE PRICE, DOWN PAYMENT, UNPAID BALANCE, INSURANCE, and FINANCE CHARGE.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 1764 West Drive Pasadena Anne Arundel County MD

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 Fifteen thousand four hundred ninety three and 44/100 Dollars (\$ 15,493.44)

being the above indicated Contract Price (hereinafter called the "time balance") in 24 successive monthly installments, commencing on the 10th day of April, 19 87, and continuing on the same date each month thereafter until paid, the first 23 installments each being in the amount of \$ 645.56 and the final installment being in the amount of \$ 645.56 with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

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

Date: March 9, 19 87 BUYER(S)-MAKER(S): Mitchell W. Gunther T/A Mitchell's Trucking

Accepted: Dovell & Williams, Inc. (SEAL) By: Mitchell Gunther (SEAL)
(Witness as to Buyer's and Co-Maker's Signature) (Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by

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

INITIAL HERE

INITIAL  
 510  
 INITIAL  
 HERE  
 INITIAL  
 HERE

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

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

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer 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 attorneys-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 Seller at their address shown in the contract 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\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller  
 \_\_\_\_\_ (Witness) By: \_\_\_\_\_ (Signature: Title of Officer, "Partner" or "Proprietor") }

BOOK 510 PAGE 227

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 March 9, 1987

between Dovell & Williams, Inc. as Seller, Lessor, Mortgagee and Mitchell W. Gunther T/A Mitchell's Trucking 1764 West Drive Pasadena, MD 21122 (Name) (Address)

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

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same. It is a valid obligation arising out of a bona fide instalment 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 \$ 15,493.44 9th day of March 19 87

IN WITNESS WHEREOF, we have hereunto set our hand and seal this Dovell & Williams, Inc. (SEAL) By [Signature] VP

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

BOOK 510 PAGE 228

206577

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 Gunther's Leasing Transport, Inc.

Address 8350 Capel Drive Pasadena, MD 21122

RECORDED FEE 25.00  
POSTAGE .50  
BOOKED 0777 R01 11:55  
APR 2 87

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.

T.B.

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

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

"All Goods, Chattels, Machinery, Equipment, Inventory, Accounts Chattel Paper, Notes, Contract Rights, Receivables, Accounts Receivable, General Intangibles, Furniture, Fixtures and Property of every kind and nature, wherever located now or hereafter belonging to Debtor or in which Debtor has described in attached entire Agreement and/or in any Schedule prepared in connection therewith. This Form and/or the attached Security Agreement and/or Schedule are being submitted for filing as a Financing Statement."

ASSIGNEE OF THE SECURED PARTY:

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

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Gunther's Leasing Transport, Inc.

See attached for original signature  
(Signature of Debtor)

Chesapeake Ford Truck Sales, Inc. T/A  
Chesapeake Truck Sales

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

See attached for original signature  
(Signature of Secured Party)

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

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

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

25 50

**CONDITIONAL SALE CONTRACT NOTE**

Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales (Seller) FROM: Gunther's Leasing Transport, Inc. (Buyer)  
 8540 Pulaski Highway Baltimore, MD 21237 8350 Capel Drive Pasadena, MD 21122

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

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):  
**Five (5) 1987 Ford Model LN9000 Single Axle Tractors, S/N's 1FDYR90L2HVA23295, 1FDYR90L4HVA23296, 1FDYR90L6HVA23297, 1FDYR90L8HVA23298 and 1FDYR90LXHVA23299**

(1) TIME SALES PRICE ..... \$ 248,739.09  
 (2) Less DOWN PAYMENT IN CASH ..... \$ -0-  
 (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-  
 (4) CONTRACT PRICE (Time Balance) ..... \$ 248,739.09

\*See Schedule "A" attached hereto and made a part hereof for payment schedule.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 8350 Capel Drive Pasadena, MD 21122  
 Record Owner of Real Estate: \_\_\_\_\_

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of **Two hundred forty eight thousand seven hundred thirty nine and 09/100** Dollars (\$ 248,739.09)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 9th day of April, 19 87, and continuing on the same date each month thereafter until paid, the first \* installments each being in the amount of \$ \* and the final installment being in the amount of \$ \*

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

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

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

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

Date: March 9, 19 87  
 Accepted Chesapeake Ford Truck Sales, Inc. (SEAL)  
T/A Chesapeake Truck Sales (Print Name of Seller Here)  
 By: H.C. Weidner V.P.  
 \_\_\_\_\_ (Witness as to Buyer's and Co-Maker's Signature)  
 \_\_\_\_\_ (Witness as to Buyer's and Co-Maker's Signature)

BUYER(S)-MAKERS(S):  
Gunther's Leasing Transport, Inc. (SEAL)  
 \_\_\_\_\_ (Print Name of Buyer-Maker Here)  
 By: [Signature]  
 Co-Buyer-Maker: \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (Print Name of Co-Buyer-Maker Here)  
 By: \_\_\_\_\_

This instrument prepared by \_\_\_\_\_

BOOK 510 230

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 plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any refaking 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 hereof shall be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each such provision shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

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

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

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

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

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

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

Date: \_\_\_\_\_, 19\_\_\_\_
(Witness)

(SEAL)
(Corporate, Partnership or Trade Name or Individual Signature)
By: \_\_\_\_\_
(Signature: Title of Officer, "Partner" or "Proprietor")
Signature of Seller

Chesapeake Ford Truck Sales, **CONDITIONAL SALE CONTRACT NOTE**

TO: **Inc. T/A Chesapeake Truck Sales**

FROM: **Gunther's Leasing Transport, Inc.**

**8540 Pulaski Highway Baltimore, MD 21237**  
(Address of Seller)

**8350 Capel Drive Pasadena, MD 21122**  
(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):

**Five (5) 1987 Ford Model LN9000 Single Axle Tractors, S/N's 1FDYR90L2HVA23295, 1FDYR90L4HVA23296, 1FDYR90L6HVA23297, 1FDYR90L8HVA23298 and 1FDYR90LXHVA23299**

**\*See Schedule "A" attached hereto and made a part hereof for payment schedule.**

(1) TIME SALES PRICE ..... \$ **248,739.09**  
(2) Less DOWN PAYMENT IN CASH ..... \$ **-0-**  
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ **-0-**  
(4) CONTRACT PRICE (Time Balance) ..... \$ **248,739.09**

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: **8350 Capel Drive Pasadena, MD 21122**

Record Owner of Real Estate: \_\_\_\_\_

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of **Two hundred forty eight thousand seven hundred thirty nine and 09/100** Dollars (\$ **248,739.09**)

being the above indicated Contract Price (hereinafter called the "time balance") in **36** successive monthly installments, commencing on the **9th** day of **April**, 19 **87**, and continuing on the same date each month thereafter until paid; the first \* installments each being in the amount of \$ \* and the final installment being in the amount of \$ \*

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

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

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

**TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE**

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

Date: March 9, 19 87  
**Chesapeake Ford Truck Sales, Inc.**

Accepted T/A Chesapeake Truck Sales (SEAL)  
(Print Name of Seller Here)

By: Harry C. Woodruff V.P.  
(Witness as to Buyer's and Co-Maker's Signature)

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

**BUYER(S)-MAKERS(S):**

Gunther's Leasing Transport, Inc. (SEAL)  
(Print Name of Buyer-Maker Here)

By: Carol A. Res.  
Co-Buyer-Maker: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(Print Name of Co-Buyer-Maker Here)

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

This instrument prepared by \_\_\_\_\_

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TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

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

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

GUARANTORS-ENDORSERS SIGN HERE:

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

\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)
\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

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

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

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

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

BOOK 510 PAGE 233

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated March 9, 1987

between Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales as Seller, Lessor, Mortgagee and Gunther's Leasing Transport, Inc. 8350 Capel Drive Pasadena, MD 21122 (Name) (Address)

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

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

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 248,739.09 9th day of March 19 87

IN WITNESS WHEREOF, we have hereunto set our hand and seal this Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales (SEAL)

By H.C. Weidner V.P.

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

one Arundel

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

FEB 26 1987

280973

Identifying File No. 510-234

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 733.68

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

1450

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

1. DEBTOR

EXHIBIT B

Name PITTS JAMIE R

Address 7910 STONE HEARTH Rd SEVERN Md 21144

2. SECURED PARTY

Name SMITH LAWRENCE A.

Address 8900 ROBIN PL LAUREL Md 20708

RECORD FEE 11.00  
RECORD TAX 3.50  
POSTAGE .50  
APR 2 87

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

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

RETURN TO:

4. This financing statement covers the following types (or items) of property: (list) \_\_\_\_\_ Assignee(s) of Secured Party and Address(es) \_\_\_\_\_

**MATCO TOOLS**  
4403 ALLEN ROAD  
STOW, OHIO 44224

All tools, equipment and accessory items now owned by Debt for use in Debtor's trade or business together with any and similar tools, equipment and accessory items hereafter acquired.

CHECK  THE LINES WHICH APPLY

RECORD FEE 11.00  
RECORD TAX 3.50  
POSTAGE .50  
APR 2 87

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

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

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

Jamie R. Pitts  
(Signature of Debtor)

JAMIE R. PITTS  
Type or Print Above Name on Above Line

Jamie R. Pitts  
(Signature of Debtor)

JAMIE R. PITTS  
Type or Print Above Signature on Above Line

Lawrence A. Smith  
(Signature of Secured Party)

LAWRENCE A. SMITH  
Type or Print Above Signature on Above Line

3.50

~~James Brundel~~  
~~Anne Brundel~~

STATE OF MARYLAND

~~Patricia Stanger~~

FINANCING STATEMENT FORM UCC-1

FEB 26 1987 Identifying File No. 510-235

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$1209.00

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

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

1. DEBTOR Name HALL KEITH D. EXHIBIT B

Address 127 PAX MOB EST. LOTHIAN Md 20711

21.50

2. SECURED PARTY Name SMITH LAWRENCE A.

Address 8900 ROBIN PL. LAUREL Md 20708

Matco Tools Corp 4403 Allen Road Stow, Ohio 44224  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

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

RETURN TO:  
Assignee(s) of Secured Party and  
**MATCO TOOLS**  
4403 ALLEN ROAD  
STOW, OHIO 44224

All tools, equipment and accessory items now owned by Debtor for use in Debtor's trade or business together with any and all similar tools, equipment and accessory items hereafter acquired.

RECORD FEE 11.00  
RECORD TAX 10.50  
2031.50 CDT R01 T11459  
APR 2 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)

Keith D. Hall  
(Signature of Debtor)

KEITH D. HALL  
Type or Print Above Name on Above Line

KEITH D. HALL  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

Lawrence A. Smith  
(Signature of Secured Party)

LAWRENCE A. SMITH  
Type or Print Above Signature on Above Line

- 10.50

510 236

200500

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_ 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. Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed. Gardiner and Gardiner, Inc. 2111 Baldwin Avenue Crofton, MD 21114

Check the box indicating the kind of statement. Check only one box. [X] ORIGINAL FINANCING STATEMENT [ ] CONTINUATION - ORIGINAL STILL EFFECTIVE [ ] AMENDMENT [ ] ASSIGNMENT [ ] PARTIAL RELEASE OF COLLATERAL [ ] TERMINATION RECORD FEE 11.00 50 003137 0777 001 112:02

Name & address of Secured Party Furnival Machinery Company 7135 Standard Drive Hanover MD 21076

Name & address of Assignee Associates Commercial Corporation 8002 Discovery Drive, #420 Richmond, VA 23288 T.B.

Date of maturity if less than five years

Check if proceeds of collateral are covered (X) APR 2 87

Description of collateral covered by original financing statement One Komatsu Model D53P Crawler Tractor SN/80307 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENT ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF EXEMPT 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:

Gardiner and Gardiner, Inc. Signature of Debtor if applicable (Date) March 12, 1987 Francis P. Gardiner

Furnival Machinery Company Signature of Secured Party if applicable (Date) J P Wreath SECY TREAS 3/13/87

1190

510-237  
200602

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES ( ) NAME OF RECORD OWNER

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  
Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Annapolis Pipeline, Inc.  
4828 South Polling House Road  
Baltimore, Anne Arundel, MD 21076

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Associates Commercial Corporation  
8002 Discovery Drive, #420  
Richmond VA 23207

Name & address of Assignee

RETURN FEE 11.00

POSTAGE .50

Date of maturity if less than five years

Check if proceeds of collateral are covered ( )

APR 2 87

Description of collateral covered by original financing statement

Two Caterpillar Model 6138 Motor Serruers SN/30906716 and 30906705  
One John Deere Model 750 Crawler Tractor SN/345104  
COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF. Transaction Exempt From Recordation Tax

T.B

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

Annapolis Pipeline, Inc.

Associates Commercial Corporation

Signature of Debtor if applicable (Date)

*Wells* 3/12/87

Signature of Secured Party if applicable (Date)

*Wells*

1/20

BOOK 510 FILE 238

BOOK 508 PAGE 577

265088

3043

M-4 THE TC - HOLLOWS COMPANY

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION

1987 JAN -5 PM 3:25  
H. ERLE SCHAFER  
CLERK



RECORD FEE 76.00  
POSTAGE .50  
#03141 0345 802 114:02  
MAR 2 87

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
- 2. Secured Parties:  
General Electric Credit Corporation  
Charles T. Albert,  
Substitute Trustee and Trustee  
Edward J. Levin,  
Substitute Trustee and Trustee

- Address:  
c/o The Town and Country  
Management Corporation  
1700 Equitable Bank Center  
100 South Charles Street  
Baltimore, Maryland, 21201
- Address of all Secured Parties:  
c/o General Electric  
Credit Corporation  
81 Main Street - Suite 207  
White Plains, New York 10601

RECORD FEE 76.00  
POSTAGE .50  
#03141 0345 802 114:02  
MAR 5 87

36-  
50

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.

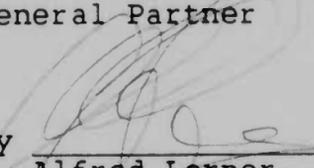
6. A description of the land is attached as Schedule A.

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

All that tract of land situate in the Third Taxation District, Anne Arundel County, Maryland and shown on the plat of Town and Country - South II as recorded among the land Records of Anne Arundel County in Plat Book No. 45, page 25 and more fully described as follows:

Beginning at a point on the southwest side of Elvaton Road at the northwest corner of the plat of Town and Country - South II, and running thence, binding on the southwest side of Elvaton Road,

- (1) South 41° 53' 11" East 434.28 feet,
- (2) South 41° 35' 22" East 879.75 feet,
- (3) South 48° 24' 38" West 30.00 feet,
- (4) South 41° 35' 22" East 100.00 feet,
- (5) North 48° 24' 38" East 30.00 feet,
- (6) South 41° 35' 22" East 49.09 feet,
- (7) by a line curving right with a radius of 808.79 feet the distance of 187.63 with a chord bearing South 34° 56' 36" East 187.21 feet,
- (8) South 28° 17' 50" East 409.85 feet,
- (9) by a line curving right with a radius of 516.00 feet the distance of 219.21 feet with a chord bearing South 16° 07' 36.5" East 217.56 feet,
- (10) South 03° 57' 23" East 281.36 feet,
- (11) by a line curving left with a radius of 667.00 feet the distance of 217.24 feet with a chord bearing South 13° 17' 13" East 216.28 feet and
- (12) South 22° 37' 03" East 9.80 feet thence leaving Elvaton Road,
- (13) South 89° 17' 03" West 652.26 feet,
- (14) North 15° 41' 36" West 2043.82 feet and
- (15) North 29° 35' 37" West 410.42 feet to the place of beginning, containing 25.050 acres of land, more or less.

SAVING AND EXCEPTING therefrom, however, a 60 foot road right-of-way for Highland Drive as shown on the aforesaid recorded plat of Town and Country South-II, being a 60 foot wide right-of-way beginning on the Southwest side of Elvaton Road, as widened, and running in a Southwesterly direction 82.70 feet to the Eastern outline, as shown on said plat of Town and Country-South II, together with the 25 foot radius fillet areas at the intersection with Elvaton Road. Being part of the property conveyed to Anne Arundel County, Maryland, by Deeds recorded in Liber 2589, Folio 219 and Liber 2591, Folio 39.

FURTHER SAVING AND EXCEPTING therefrom a 50 year flood plain reservation of irregular shape as shown on the aforesaid recorded plat and conveyed to Anne Arundel County, Maryland by the aforesaid Deeds recorded in Liber 2589, Folio 219 and Liber 2591, Folio 39. Said flood plain beginning on the Southwest side of Elvaton Road, as widened, distant 652.75 feet measured Southeasterly along the said Southwest side of Elvaton Road, as widened, from Coordinate Point No. 17 and running from the point of beginning and binding on the Southwest side of Elvaton Road, as widened, the six following courses and distances:

- (1) South 41° 35' 22" East 227.00 feet
- (2) South 48° 24' 38" West 30.00 feet
- (3) South 41° 35' 22" East 100.00 feet
- (4) North 43° 24' 38" East 30.00 feet
- (5) South 41° 35' 22" East 49.09 feet
- (6) Southeasterly by a line curving to the South with a radius of 808.79 feet for an arc distance of 120.85 feet (the chord of said arc being South 32° 18' 32.5" East 120.74 feet), thence running for the 10 following courses and distances:
  - (7) South 26° 30' 00" West 123.01 feet,
  - (8) South 29° 30' 00" East 56.00 feet,
  - (9) South 7° 30' 00" West 90.00 feet,
  - (10) South 40° 30' 00" East 88.00 feet,
  - (11) South 66° 30' 00" East 55.00 feet,
  - (12) South 28° 30' 00" East 50.00 feet,
  - (13) South 6° 47' 47" East 305.00 feet,
  - (14) South 35° 26' 00" West 220.00 feet,
  - (15) South 59° 57' 46" West 230.00 feet, and
  - (16) South 55° 52' 32" West 138.67 feet to intersect the Western outline of said (lat of Town and Country-South II, distant 82.90 feet, measured Northwesterly along said outline from Coordinate Point No. 1, thence running along said outline
- (17) North 15° 41' 36" West 128.00 feet, thence leaving said outline and running for the 12 following courses and distances:
  - (18) North 74° 18' 24" East 15.00 feet
  - (19) South 57° 00' 00" East 40.00 feet
  - (20) North 83° 00' 00" East 30.00 feet
  - (21) North 59° 57' 46" East 125.00 feet
  - (22) North 22° 00' 00" East 16.00 feet
  - (23) North 56° 15' 00" East 165.00 feet
  - (24) North 30° 00' 00" East 21.00 feet
  - (25) North 45° 00' 00" East 105.00 feet
  - (26) North 6° 47' 47" West 178.00 feet
  - (27) North 72° 00' 00" West 115.00 feet
  - (28) North 85° 30' 00" West 240.00 feet, and

- (29) North 67° 18' 53" West 219.44 feet to intersect the said Western outline of said Plat, thence running along said outline,
- (30) North 15° 41' 16" West 460.00 feet, thence leaving said outline and running for the 11 following courses and distances:
  - (31) South 63° 15' 00" East 113.00 feet
  - (32) South 26° 45' 00" West 37.00 feet
  - (33) South 63° 15' 00" East 163.00 feet
  - (34) North 47° 25' 52" East 89.35 feet
  - (35) North 27° 15' 00" East 100.00 feet
  - (36) North 13° 45' 00" East 145.00 feet
  - (37) North 41° 35' 22" West 145.00 feet
  - (38) North 86° 30' 00" West 103.00 feet
  - (39) South 62° 30' 00" West 13.00 feet
  - (40) North 86° 30' 00" West 107.00 feet, and
  - (41) North 62° 15' 00" West 170.00 feet to intersect the said Western outline of said plat, thence running along said outline,
  - (42) North 15° 41' 36 West 82.00 feet, thence leaving said outline and running for the 3 following courses and distances:
    - (43) South 58° 00' 13" East 100.31 feet
    - (44) South 74° 00' 00" East 132.00 feet, and
    - (45) South 86° 30' 00" East 210.00 feet to the place of beginning.

Containing 8.546 acres of land, more or less

BOOK 510 PAGE 245

BOOK 510 PAGE 244

M-4 The T C - Hollows / Company

M-4

TOGETHER WITH, however, two right-of-way for ingress, egress and regress over the aforesaid flood plain reservation, as shown on the aforesaid recorded plat and as quitclaimed unto the grantee, its successors and assigns, by Deed of Easement from Anne Arundel County, Maryland, recorded in Liber 2545, Folio 868; also reserved to the grantor, its successors and assigns, by Deed to Anne Arundel County, Maryland, recorded in Liber 2591, Folio 39, being more particularly described as follows:

70 foot right-of-way

BEGINNING for the same at appoint on the Northernmost side of the Flood Plain Reservation, as shown on said Plat, said point being distant 51.34 feet, South 48° 24' 38" West from a point in and distant 711.00 feet, South 41° 35' 22" East 1247.33 foot line of Section Two, Town & Country-South II, thence binding on said Northernmost side of said Reservation, as shown on said Plat,

- (1) North 86° 30' 00" West 72.23 feet, thence crossing over said Reservation,
- (2) South 17° 46' 38" East 68.35 feet to intersect the Southernmost side of said Reservation, thence binding on the said Southernmost side of said Reservation,
- (4) North 17° 46' 38" West 68.85 feet to the place of beginning;

40 foot right-of-way

BEGINNING for the same at a point on the Easternmost side of a Flood Plain Reservation, as shown on a Plat of Town & Country-South II, filed among the Plat Records of Anne Arundel County in Plat Book 41, folio 47 and on the Amended Plat of Town and Country-South II recorded as aforesaid in Plat Book 45, page 25 said point being distance 90.23 feet, South 86° 02' 37" West from a point in and distant 30.87 feet, North 3° 57' 23" West from the end of the seventh or South 3° 57' 23" East 106.00 foot line of Section I, Town & Country-South II, thence binding on the said Easternmost side of said Flood Plain Reservation, as shown on said Plat

- (1) South 35° 26' 00" West 40.01 feet, thence crossing over said Reservation,
- (2) North 53° 34' 04" West 53.12 feet to intersect the Westernmost side of said Reservation, thence binding on the Westernmost side of said

BOOK 510 PAGE 245

M-4 The T C - Hollows/Company

Reservation, the two following courses and distances:

- (3) North 45° 00' 00" East 20.11 feet, and
- (4) North 6° 47' 47" West 27.61 feet, thence crossing over said reservation
- (5) South 53° 34' 04" East 68.35 feet to the place of beginning.

Mail to

*Lawyers Title*

LAWYERS TITLE INSURANCE CORPORATION  
110 North Washington Street, Suite 403  
Rockville, MD 20850

207100

BOOK 510 PAGE 240

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

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

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 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 Sutphin, Alvin A. and Sutphin, Mayola T/A Statewide Septic Service et al

Name \_\_\_\_\_  
Address 3257 Beards Point Rd., Davidsonville, Maryland 21035

RECORD FEE 19.00  
NOTARIAL FEE 50  
BALLET C777 R01 112:59  
APR 2 87

2. SECURED PARTY

Name Baldwin Service Center, Inc.

Address Defense Hwy. 450 & 178, Annapolis, Maryland 21401

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

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

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

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

"All Goods, Chattels, Machinery, Equipment, Inventory, Accounts Chattel Paper, Notes, Contract Rights, Receivables, Accounts Receivable, General Intangibles, Furniture, Fixtures and Property of every kind and nature, wherever located now or hereafter belonging to Debtor or in which Debtor has described in attached entire Agreement and/or in any Schedule prepared in connection therewith. This Form and/or the attached Security Agreement and/or Schedule are being submitted for filing as a Financing Statement."

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

CHECK  THE LINES WHICH APPLY

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

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

~~XXX~~ (Proceeds of collateral are also covered)  
 (Products of collateral are also covered)  
Alvin A. Sutphin and Mayola Sutphin T/A  
Statewide Septic Service  
See attached for original signature.  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line  
\_\_\_\_\_  
(Signature of Debtor)

See attached for original signature.  
(Signature of Secured Party)

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

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

19-26

CONDITIONAL SALE CONTRACT NOTE Alvin A. Sutphin and Mayola Sutphin T/A Statwide Septic Service

TO: Baldwin Service Center, Inc. (Seller) Defense Hwy. 450 & 178, Annapolis, Maryland 21401

FROM: 3257 Beards Point Rd., Davidsonville, Maryland 21035 (Buyer)

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

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

One (1) New JCB Model 3CX-B Sitemaster Diesel Wheel Loader Backhoe with 4 wheel drive, extend-a-hoe, and 4 in 1 bucket, S/N 323091.

(1) TIME SALES PRICE	\$ 90,645.45
(2) Less DOWN PAYMENT IN CASH	\$ 31,209.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance)	\$ 3,210.45
(4) CONTRACT PRICE (Time Balance)	\$ 56,226.00

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 3257 Beards Point Rd., Davidsonville, Maryland 21035

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 two hundred twenty six and 00/100\*\*\*\*\* Dollars (\$ 56,226.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 16th day of April, 19 87, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 937.10 and the final installment being in the amount of \$ 937.10

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

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind 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: March 13, 19 87

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

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

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

BUYER(S)-MAKERS(S): Alvin A. Sutphin and Mayola Sutphin T/A Statewide Septic Service (SEAL) (Print Name of Buyer-Maker Here)

By: Alvin A. Sutphin Co-Buyer-Maker: (SEAL) (Print Name of Co-Buyer-Maker Here)

By: Mayola S. Sutphin (Print Name of Co-Buyer-Maker Here)

This instrument prepared by

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TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

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

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

GUARANTORS-ENDORSERS SIGN HERE:

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

\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
(Guarantor-Endorser) (Guarantor-Endorser)  
\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
(Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

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

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

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

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

510 223

CREDIT ALLIANCE CORPORATION

CONDITIONAL SALE CONTRACT NOTE Alvin A. Sutphin and Mayola Sutphin T/A Statwide Septic Service

TO: Baldwin Service Center, Inc. (Seller) Defense Hwy. 450 & 178, Annapolis, Maryland 21401

FROM: (Buyer) 3257 Beards Point Rd., Davidsonville, Maryland 21035

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

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks): One (1) New JCB Model 3CX-B Sitemaster Diesel Wheel Loader Backhoe with 4 wheel drive, extend-a-hoe, and 4 in 1 bucket, S/N 323091.

Table with 2 columns: Description and Amount. (1) TIME SALES PRICE \$ 90,645.45; (2) Less DOWN PAYMENT IN CASH \$ 31,209.00; (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ 3,210.45; (4) CONTRACT PRICE (Time Balance) \$ 56,226.00

The property purchased shall remain personally and not become part of any realty and shall be located and kept for use at: 3257 Beards Point Rd., Davidsonville, Maryland 21035

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 two hundred twenty six and 00/100\*\*\*\*\* Dollars (\$ 56,226.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 16th day of April, 19 87, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 937.10 and the final installment being in the amount of \$ 937.10

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, appraisement 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: March 13, 19 87

BUYER(S)-MAKERS(S): Alvin A. Sutphin and Mayola Sutphin T/A Statwide Septic Service (SEAL)

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

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

By: Alvin A. Sutphin Co-Buyer-Maker: (SEAL) (Print Name of Buyer-Maker Here)

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

By: Mayola S. Sutphin (Print Name of Co-Buyer-Maker Here)

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

This instrument prepared by

9



ASSIGNMENT

BOOK: 510 PAGE: 251

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 therein called "contract" (dated March 13, 1987)

between Baldwin Service Center, Inc. as Seller-Lessor-Mortgagee  
Alvin A. Sutton and Mayola Sutton T/A  
and Statewide Septic Service, 3257 Beard Point Rd., Davidsonville, Maryland 21035  
(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 unamortized installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 56,226.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 13th day of March, 1987

Baldwin Service Center, Inc. (NAME)  
By Shadon L. Baldwin, Pres.

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

CA 15A

STATE OF MARYLAND

BOOK 510 PAGE 252

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 223889  
PAGE  
RECORDED IN LIBER 400 FOLIO 112 ON March 29, 1979 (DATE)

1. DEBTOR

Name Florida Marina & Boat Sales, Inc.  
Address 2904 Mountain Road - Pasadena, MD 21122

2. SECURED PARTY

Name MerCredit Corporation  
Address 3074A Whitney Avenue - Suite 12, Bldg. #1 - P. O. Box 5518  
Hamden, CT 06518

RECORD FEE 10.00  
POSTAGE .50  
MAY 16 11 34 AM '79  
APR 2 1979

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

Dated February 5, 1987

*Christine Mervis* *Asst Manager*  
*Lisa Granoff*  
(Signature of Secured Party)  
Lisa Granoff  
Type or Print Above Name on Above Line

200000

BOOK 510 PAGE 253

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

McNew & Bouchal, Inc.

P.O. Box 277  
Edgewater, MD 21037

RECORD FEE 11.00  
POSTAGE .50

NOTARIES COM NO1 T14141  
APR 2 87

T.B.

### SECURED PARTY

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

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):  
  
All equipment now owned and hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such equipment.
2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:
3.  Proceeds } of the collateral are also specifically covered.  
 Products }
4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

McNew & Bouchal, Inc.

FARMERS NATIONAL BANK OF MARYLAND

BY: *John McNew, Pres*  
*William E. Bal, VP*

BY *B. Mann*

Type or print names under signatures

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

11.50

BOOK 510 PAGE 254

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) O'Brien, John A. & Angela R. 633 W. Chestnut Street Lancaster, PA 17603	2. Secured Party(ies) and address(es) Society For Savings 1290 Silas Deane Hwy Wethersfield, CT 06109	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)  RECORD FEE 10.00 FILING FEE 5.00 #03268 0345 R01 115:02 APR 2 87
4. This statement refers to original Financing Statement bearing File No. <u>2585141iber489page584</u> Filed with <u>Anne Arundel</u> Date Filed <u>9-18</u> 19 <u>85</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.		

18/9/85

No. of additional Sheets presented:

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

By: Society For Savings  
Shery C Bet Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alcoholic 1060

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)  
Hoffman, James T. & Kathy L.  
RD Box 367  
Whitehouse Station, NJ 08889

2. Secured Party(ies) and address(es)  
Society For Savings  
1290 Silas Deane Hwy  
Wethersfield, CT 06109

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

4. This statement refers to original Financing Statement bearing File No. 259921  
493-437 liber/page  
Filed with Anne Arundel Date Filed 1-9 1986

- 5.  Continuation.
- 6.  Termination.
- 7.  Assignment.
- 8.  Amendment.
- 9.  Release.
- 10.

The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.  
 Secured party no longer claims a security interest under the financing statement bearing file number shown above.  
 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.  
 Financing Statement bearing file number shown above is amended as set forth in Item 10.  
 Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

RECORD FEE 10.00  
 POSTAGE .50

No. of additional Sheets presented:

Society For Savings

#03270 0345 R01 115:05  
APR 2 87

By: Sherry C Beh  
Signature(s) of Secured Party(ies)

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

STANDARD FORM - FORM UCC-3

(3) Filing Officer Copy - Alphabetical

BOOK 510 PAGE 250

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)

Gresham, Hugh T. & David A.  
8199 Bayside Dr.  
Pasadena, MD 21122

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

First Fidelity Bank N.A. of  
South Jersey  
Rt. #541 & Sunset Rd.  
Burlington, NJ 08016

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
POSTAGE .50  
903271 0345 PM 115406  
APR 2 87

4. This statement refers to original Financing Statement bearing File No. 261087 book496 pg331

Filed with Anne Arundel Date Filed 4-1 1986

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

No. of additional Sheets presented:

First Fidelity Bank N.A. South Jersey

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

By: Ann Atkinson  
Signature(s) of Secured Party(ies)

Ann Atkinson, Operations Officer

STANDARD FORM - FORM UCC-3

(1) Filing Office Copy - Alphabetical

BOOK 510 PAGE 257

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

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

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

O'Neil, Paul R. & Judith  
2660 Woodley Road  
Washington, DC

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

Society for Savings  
1290 Silas Deane Highway  
Wethersfield, Ct.

RECORD FEE 10.00  
POSTAGE 50  
#03272 0345 R01 115:08  
APR 2 87

4. This statement refers to original Financing Statement bearing File No.

Filed with Anne Trundel Co.

Date Filed

2660 Wood 47pg 545  
4/27 1987

CR  
CLERK

5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.

6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.

7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.

8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.

9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

No. of additional Sheets presented:

SOCIETY FOR SAVINGS

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

By: Henry C Behm  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(3) Filing Officer Copy - Alphabetical

184/10



510 259

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)

Vallar, James P. & Virginia M.  
2305 Edge Hill Road  
Huntingdon Valley, PA 19006

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

Society For Savings  
1290 Silas Deane Hwy  
Wethersfield, CT 06109

3. Maturity date (if any)

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
POSTAGE .50  
#03274 0345 R01 115:10  
APR 2 87

4. This statement refers to original Financing Statement bearing File No. 2590891iber491pg239

Filed with Anne Arundel Date Filed 11-6 19 85

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

*D/M/87*

No. of additional Sheets presented: \_\_\_\_\_



Society For Savings

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

By: *Shery C. Beh*  
Signature(s) of Secured Party(ies)

(1) Filing Office Copy - Alphabetical

STANDARD FORM - FORM UCC-3

510 200

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)

Brasse, Charles W., Jr. &  
Barland, Patricia A.  
P.O. Box 1115, 220 Falcon Dr.  
Pasadena, MD 21122

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

Berkeley Federal Savings & Loan  
21 Bleeker St.  
Millburn, NJ 07041

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
POSTAGE .50  
#03275 0345 RM 115-11  
APR 2 87

4. This statement refers to original Financing Statement bearing File No. 251277book471pg453 65-12931  
Filed with Anne Arundel Date Filed 3-16 1984

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

2/1/87

No. of additional Sheets presented:

Berkeley Federal Savings & Loan Assoc.

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

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

(1) Filing Office Copy - Alphabetical

STANDARD FORM - FORM UCC-3

**FINANCING STATEMENT  
AND SECURITY AGREEMENT**

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<b>1. DEBTOR(S) and Address(es): (last name first)</b>  Elmco Properties, Inc. 1831 Forest Drive Annapolis, Md. 21401	<b>2. SECURED PARTY</b>  THE ZAMOISKI CO. 3000 Waterview Ave. Baltimore, Md. 21230
---	--

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers, all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

- 4. Proceeds of collateral are covered hereunder.
- 5. This transaction is exempt from the recordation tax. (Md.)
- 6. Return to: Secured Party (Md.)

RECORD FEE 11.00  
POSTAGE .50  
APR 2 1987 11:17

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

T.B.

DEBTOR:

SECURED PARTY:

Elmco Properties, Inc.  
(Type Name)

THE ZAMOISKI CO.

By: X E Lee Gunders, Sr. (SEAL)

By: *John Mulky*

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(Date Signed by Debtor) 19 \_\_\_\_

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

MD, VA, DC, PA - Inventory

1150

FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE  
Terms and Conditions of Security Agreement

BOOK 510 PAGE 262

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.
2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and/or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.
3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations. Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.
4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.
5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
245133  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_  
RECORDED IN LIBER 456 FOLIO 259 ON 11/19/82 (DATE)

1. DEBTOR

Name Walter Wayson  
Address 1555 Gob. Bridge Rd., Davidsonville, MD

2. SECURED PARTY

Name JOhn Deere Company  
Address PO Box 4949, Syracuse, NY 1322;

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

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

CHECK  FORM OF STATEMENT

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

RECORD FEE 10.00  
POSTAGE 50  
APR 2 87

JOHN DEERE COMPANY



Dated 11 March 1987

Ronald T. Williams  
(Signature of Secured Party)

Ronald T. Williams, Administrator  
Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 510 PAGE 264

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT IDENTIFYING FILE NO. 26701 C777 R01

RECORDED IN LIBER 303 FOLIO 45 ON Sept. 24, 1986 (DATE)

1. DEBTOR

Name American Lithograph Inc.

Address 611 J. Hammond Ferry Road, Linthicum, Maryland 21090

2. SECURED PARTY

Name Rockwell International Credit Corporation

Address 600 Grant Street, Pittsburgh, PA 15219

RECORD FEE 10.00  
POSTAGE .50  
#03309 C777 R01 108-32  
APR 3 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

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

To change serial number from 3214-018 to 3232-010

Mailed to Secured Party

Barbara L. Puckett  
Debtor's Signature

Dated November 14, 1986

ROCKWELL INTERNATIONAL CREDIT CORP.  
James B. Freytag  
(Signature of Secured Party) JAMES B FREYTAG  
MANAGER CREDIT ADMINISTRATION  
Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 510 PAGE 255

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 245633

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

1. DEBTOR R & M Optical, Inc., a Maryland Corporation, and Manfred Sklar, O.D.,  
an individual

Name c/o Pearle Vision Center

Address 115 Annapolis Mall, Anne Arundel Co., Maryland, 21401

2. SECURED PARTY

Name Pearle Vision Center, Inc.

RECORD FEE 10.00

Address 2534 Royal Lane, Dallas, TX 75229

BOOK 0777 PAGE 108-33

The Bank of Baltimore, P.O. Box 896, Baltimore, MD 21203-9916, ATTN: Wm. Ellerman  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

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

APR 3 87

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.)</p>

termination

Please return recorded statement to:

THE BANK OF BALTIMORE  
Attn: Commercial Loan Dept.  
7 E. Baltimore St., 6th Fl.  
Baltimore, Maryland 21202

Mailed to secured party

Pearle Vision Center, Inc.

Dated 12/4/86

*Wm T. Ellerman*  
(Signature of Secured Party)

Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 510 PAGE 200

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 245262

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

1. DEBTOR

Name R. & M Optical, Inc., A Maryland Corporation, and Manfred Sklar, O.D.  
individually  
Address c/o Pearle Vision Center, 115 Annapolis Mall, Anne Arundel Co. Maryland  
21401

2. SECURED PARTY

Name Pearle Vision Center, Inc.  
Address 2534 Royal Lane, Dallas, Texas, 75229

The Bank of Baltimore, P.O. Box 896, Baltimore, MD 21203-9916, ATTN: Wm. Ellerman  
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

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.)  termination</p>
<p>Please return recorded statement to:  THE BANK OF BALTIMORE Attn: Commercial Loan Dept. 7 E. Baltimore, St., 6th Fl. Baltimore, Maryland 21202</p>	

POSTAGE 1.50  
APR 3 1987 10:33

APR 3 87



Mailed to Secured Party

Pearle Vision Center, Inc.

Dated 12/4/86

Walter J. [Signature]  
(Signature of Secured Party)

Type or Print Above Name on Above Line

500 510 PAGE 267

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) <b>CUTTLER, WILLIAM A. &amp; MARIETA H.</b> <del>521 Brightswood Rd.</del> <i>8113 Ventnor</i> <del>Millersville, Md.</del> <i>Pasadena Md 21122</i> 69-024-8745-2	2. Secured Party(ies) and address(es) <b>MIDLANTIC NATIONAL BANK</b> 2 Broad St. Bloomfield, N.J. 07003  <i>464-170</i>	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)  RECORD FEE 10.00 POSTAGE .50 #03312 0777 R01 108:40 APR 3 87
4. This statement refers to original Financing Statement bearing File No. <u>Inst. #19628 C040 R01 710</u> 54 Filed with <u>Anne Arundel</u> Date Filed <u>7/28/86</u> 83 19__		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

No. of additional Sheets presented: \_\_\_\_\_

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

By: [Signature] **ASST. V.P.**  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Mailed to Secured Party

BOOK 510 PAGE 208

TO: H. ERLE SCHAFER, CLERK  
CIRCUIT COURT FOR ANNE ARUNDEL COUNTY  
P.O. BOX 71  
ANNAPOLIS, MARYLAND 21404

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO #36026

RECORDED IN LIBER 504 FOLIO 44 ON 11/19/86 (DATE)  
(#36026 C777 R01 T10:09)

1. DEBTOR

Name MIKE WIST DBA BAY COUNTRY RENTALS  
Address 8017 FORT SMALLWOOD ROAD, BALTIMORE, MD. 21226

2. SECURED PARTY

Name JOHN C. LOUIS COMPANY, INC.  
Address 1805 CHERRY HILL RD., BALTIMORE, MD 21230  
ATTN.: ANDREA DAVISON  
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  
SERIAL 50  
#36026 C777 R01 T00:43  
APR 3 87

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  AMENDMENT</p>
<p>THE SERIAL NUMBER OF THE M742 BOBCAT SHALL READ 21031</p>	

CR  
CLERK

Mailed to Secured Party

Dated January 20, 1987

Wilmer S. Davison  
(Signature of Secured Party)  
Wilmer S. Davison, Pres.  
Type or Print Above Name on Above Line

510-269

# not used

S/b Land

4-3-87

510 105270

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

3. Maturity date (if any):

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

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

For Filing Officer (Date, Time and Filing Office)

ANDERS OF BALTIMORE, INC.  
82/ ~~82~~ Oregon Road  
Linthicum Heights, Maryland

APRIL-MARCUS, INC.  
350 Fifth Avenue  
New York, New York 10118

RECORD FEE 10.00  
POSTAGE 50  
M03318 0777 101 108-49  
APR 3 87

4. This statement refers to original Financing Statement bearing File No. 447-586 07822

Filed with Anne Arundel Co. Date Filed March 19, 1982



- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

No. of additional Sheets presented:

APRIL-MARCUS, INC.

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

By: \_\_\_\_\_  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Mailed to Secured Party

1080.41

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 263687

RECORDED IN LIBER 502 FOLIO 422 ON 9-10-86 (DATE)

Filed with Clerk of Circuit Court, Anne Arundel County

1. ~~DEBTOR~~ Lessee:

Name LEVITZ FURNITURE CORPORATION  
Address 6111 Broken Sound Parkway, N.W.  
Boca Raton, Florida 33431

2. ~~SECURED PARTY~~ Lessor:

Name LEASE FINANCING CORPORATION  
Address 3 Radnor Corporate Center, 100 Matsonford Road  
Radnor, PA 19087

Nancy Jillson, Lease Financing Corporation, 3 Radnor Corporate Center  
100 Matsonford Road, Radnor, PA 19087

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. <input type="checkbox"/> (Indicate whether amendment, termination)</p>
<p>Assignee of Lessor: KAWASAKI LEASE FINANCING INC. 229 S. State Street Dover, Delaware 19901</p>	

RECORD FEE 10.00  
POSTAGE .50  
APR 3 1987



Mailed to Secured Party

Dated February 19, 1987

LEASE FINANCING CORPORATION  
*[Signature]*  
(Signature of ~~Secured Party~~ Lessor)  
Richard E. Caruso  
Type or Print Above Name on Above Line

BOOK 510 PAGE 272

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)

CULLEN, JOHN W., III  
8339 TELEGRAPH RD.  
ODENTON, MD 21113

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

RESOURCES CABLE CREDIT CORP.  
c/o Integrated Resources, Inc.  
666 Third Avenue  
New York, NY 10017

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
POSTAGE .50  
APR 3 1987 10:51 AM  
30322 0777

4. This statement refers to original Financing Statement bearing File No. NOT AVAILABLE 505-220  
Filed with ANN ARUNDEL COUNTY Date Filed NOT AVAILABLE 19    

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

All collateral described on UCC-1 assigned to: Mellon Bank, NA  
Ttee f/b/o the Lenders  
One Mellon Bank Center  
PITTSBURGH, PA 15258

No. of additional Sheets presented:

B.R.

RESOURCES CABLE CREDIT CORP.

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

By: \_\_\_\_\_  
Signature(s) of Secured Party(ies)

AGENT

STANDARD FORM - FORM UCC-3

(3) Filing Officer Copy - Alphabetical

Mailed to Secured Party

BOOK 510 PAGE 213

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

No. of Additional Sheets Presented

1 Debtor(s) (Last Name First) and Address(es)  
USA Condor Limited  
326 First Street  
Annapolis, MD 21403

2 Secured Party(ies) Name(s) and Address(es)  
First National Bank  
140 E. Main Street  
Everett, PA 15537

3  The Debtor is a transmitting utility  
4. For Filing Officer Date, Time, No. Filing Office

RECORD FEE 12.00  
POSTAGE 50  
#03324 0777 R01 108:54  
APR 3 87

5 This statement refers to original Financing Statement No. 305474 filed (date) 4/7/87 with \_\_\_\_\_

- 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

By \_\_\_\_\_  
Signature(s) of Debtor(s) (only on amendment)

By First National Bank of Everett  
Signature(s) of Secured Party(ies)

(3/83)

(1) FILING OFFICE COPY - NUMERICAL

STANDARD FORM—FORM UCC-3—Approved by Secretary of Commonwealth of Pennsylvania



Mailed to Secured Party

STATE OF MARYLAND

510 274

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 18085

RECORDED IN LIBER 131 FOLIO 241 ON 7-30-86 (DATE)

1. DEBTOR

Name WANG LABORATORIES, INC.  
Address ONE INDUSTRIAL AVENUE, LOWELL, MA 01851

2. SECURED PARTY

Name PHOENIX LEASING INCORPORATED  
Address POB 2008, SAN RAFAEL, CA 94912-2008

RECORD FEE 10.00  
POSTAGE .50  
NOV 3 1986 10:55 AM

MCCORD COMPANY, 1915 "I" STREET, SACRAMENTO, CA 95814  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) NONE

*"Leases not subject to recordation tax"*

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:  XX  
(Indicate whether amendment, termination, etc.)  
AMENDMENT

*2nd Purchase*  
SEE ATTACHED

FILED WITH: *Anne Arundel* MARYLAND  
*County*



WANG LABORATORIES, INC. *Mailed to Secured Party*

x *[Signature]*  
Debtor's Signature  
*[Signature]*  
(Signature of Secured Party)

Dated \_\_\_\_\_

*10.50*

PHOENIX LEASING INCORPORATED  
Type or Print Above Name on Above Line

( SCHEDULE A )

( printed on 05/22/86 at 14:50 )

No. EE 66

WANG LABORATORIES, INC. / PROHEX

Work Order Number: A18ZD      Lease Term: 12 months  
 Loan Pool Number: 2      Discount Factor: 27 %  
 Customer Number: 111288      Equipment Type: VS Type  
 Customer Name: WESTINGHOUSE ELECTRIC      Shipping Date: 04/23/86

Start Date	Model Number	Serial Number	Gross Rent	Maintenance	Net Rent	Advance
05/23/86	PC-PM004	345478	\$16.79	\$4.00	\$12.79	\$312.50 125%
05/23/86	PCPM141VS	NS87459	94.90	8.00	86.90	1,062.50 125%
05/23/86	XAPC-52	ZK4817	321.20	42.00	279.20	6,868.75 125%

WORK ORDER TOTALS:      003      \$432.89      \$54.00      \$378.89      \$8,243.75

CAMP MEAD ROAD  
 MS 1297  
 BWI AIRPORT  
 BALTIMORE, MD 21240  
 385

Mailed to Secured Party

BOOK 510 PAGE 275

*Baltimore City County*

BOOK 510 PAGE 278

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)

Bergman: Gary J. and Linda M.  
3802 Latrobe Court  
Fairfax, VA 22031

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

Berkeley Federal Savings & Loan  
21 Bleeker St.  
Millburn, NJ 07041

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
POSTAGE .50  
#03327-0777 HOL 108-57  
APR 3 '87

4. This statement refers to original Financing Statement bearing File No. 247194 461-387  
Filed with Anne Arundel Date Filed 5-5 1983

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10. \_\_\_\_\_

11/1/86

No. of additional Sheets presented \_\_\_\_\_

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

Berkeley Federal Savings & Loan Association  
By: [Signature]  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy

STANDARD FORM - FORM UCC-3

Mailed to Secured Party

BOOK 510 PAGE 277

This STATEMENT is presented to THE FILING OFFICER for filing pursuant to the Uniform Commercial Code.

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

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

Secured Party(ies) and address(es)

Harry O. Leitch  
965 Mt. Airy Road  
Davidsonville, MD 21035

ServiceMaster Residential  
and Commercial Corporation  
2300 Warrenville Road  
Downers Grove, IL 60515

RECORD FEE 10.00  
POSTAGE 50  
#03328 0777 R01 108:58  
APR 3 87

This Statement refers to original Financing Statement No. 51588280  
Date filed: Feb. 6, 19 86 Filed with County Clerk Circuit Ct.  
Anne Arundel County, MD

- 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 property indicated below.
- 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 property indicated below.
- D.  TERMINATION ..... The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
- E.  AMENDMENT ..... The financing statement bearing the above file number is amended:
  - To show the Secured Party's new address as indicated below:
  - To show the Debtor's new address as indicated below:
  - As set forth below:

The ServiceMaster Company L.P.  
2300 Warrenville Road  
Downers Grove, IL 60515

(Signature of Debtor, if required)

(Debtor)

ServiceMaster Residential & Commercial Corporation (Secured Party)

Dated: 12/30, 19 86

By: E. N. Tiesenga

(Signature of Secured Party)  
E. N. Tiesenga, Assistant Secretary

(X) Filing Office Copy—Alphabetical

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

STANDARD FORM—UNIFORM COMMERCIAL CODE—FORM UCC-3—REV. 11-75

10 50

Mailed to Secured Party

STATE OF MARYLAND

BOOK 510 PAGE 273

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 241969

RECORDED IN LIBER 448 FOLIO ON March 30, 1982 (DATE)

1. DEBTOR

Name Gillette Tire Distributors, Inc.  
Address 112 Roesler Road - Glen Burnie, MD 21061

2. SECURED PARTY

Name Cooper Tire & Rubber Company  
Address P.O. Box 550  
Findlay, OH 45839

RECORD FEE 10.00  
POSTAGE .50  
MAY 3 1987 108:58  
MAY 3 87

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 checked="" type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>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 type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	Mailed to Secured Party	

Dated December 29, 1986

*W. C. Hattendorf*  
(Signature of Secured Party)

W. C. Hattendorf - Treasurer  
Type or Print Above Name on Above Line

BOOK 510 PAGE 279

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)

McCrone, Inc.  
20 Ridgely Avenue  
Annapolis, MD 21404

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

Great Northern Funding Corp.  
11500 Rockfield Court  
Cincinnati, Ohio 45241

For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 22977 02-223  
Filed with Arundel County, MD Date Filed Sept. 3 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 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

#209

10. Assign to: Sanwa Business Credit Corp  
One South Wacker Drive  
Suite 3700  
Chicago, IL 60606

RECORD FEE 10.00  
POSTAGE .50  
MAGNET CITY RM 109-05  
APR 3 87

CLERK

No. of additional Sheets presented:

Great Northern Funding Corp.

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

By: \_\_\_\_\_  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Mailed to Secured Party

3007 510 280

4. <input type="checkbox"/> Filed for record in the real estate records 1. Debtor(s) (Last Name First) and address(es) The North Arundel Hospital Association, Inc. 301 Hospital Drive Glen Burnie, MD 21061	5. <input type="checkbox"/> Debtor is a Transmitting Utility. 2. Secured Party(ies) and address(es) Scientific Leasing Inc. 292 Colt Highway Farmington, CT 06032	6. No. of Additional Sheets Presented: 3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 POSTAGE .50 #0332 0777 R01 109:06 APR 5 87
7. This statement refers to original Financing Statement No <u>61537251</u> filed (date) <u>6/2/86</u> with <u>Clerk of Anne Arundel County</u>		

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

Assigned to: The Connecticut Bank & Trust Company  
 893 Main Street, Manchester, CT 06040

L/N 7487-05

By ..... SCIENTIFIC LEASING INC. ....  
 Signature(s) of Debtor(s) (only on amendment) By *[Signature]* Signature(s) of Secured Party(ies)

**Filing Officer Copy — Alphabetical**  
 Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101 STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC3 REV. 1980

Mailed to Secured Party

BOOK 510 PAGE 281

200025

4 <input type="checkbox"/> Filed for record in the real estate records	5 <input type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented
1 Debtor(s) (Last Name First) and address(es):  Scientific Leasing Inc. 292 Colt Highway Farmington, CT 06032	2. Secured Party(ies) and address(es):  The Connecticut Bank & Trust Company, N.A. 893 Main Street Manchester, CT 06040	3. For Filing Officer (Date, Time, Number, and Filing Office):  RECORD FEE 11.00 POSTAGE .50 #03333 0777 R01 109:07 APR 3 87  TB

7 This financing statement covers the following types (or items) of property  
 Lease No. 7487, Sch. 05, dated 9/28/84, and equipment, rentals, purchase option payments, and other sums payable thereunder. Equipment located at North Arundel Hospital Assoc., 301 Hospital Drive, Glen Burnie, MD 21061. Equipment: GE CT 9800 Quick Scanner as described on Attachment.

Filed with: Clerk of Circuit Court  
 Annapolis, MD 21401

Products of Collateral are also covered.

Whichever is  
 Applicable  
 (See Instruction  
 Number 9)

SCIENTIFIC LEASING INC.

THE CONNECTICUT BANK & TRUST COMPANY,  
 N.A.

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

*[Signature]*  
 Signature(s) of Secured Party (Or Assignee)

BOOK 510 PL 212

ATTACHMENT A  
Lease No. 7487, Schedule 0  
dated: September 28, 1984

<u>Catalog Number</u>	<u>Equipment Description</u>
B7910HA	CT 9800 QUICK Whole Body CT Scanner System, 60-Hz. Includes CT 9800 Operator's Console, Data General S-140 Computer, 354 Megabyte Argus Magnetic Disc Drive, 800/1600 bpi Magnetic Tape Drive, Fast Cycle Array Processor, 512 <sup>c</sup> Image Display Processor, CT 9800 Table and Gantry, X-3 Detector, CT 9800 Graphite X-ray Tube Unit, MPX Generator, Power Distribution Module, and Display Enhancement Package for Operator's Console.
B7920GA	QuickCam Bulk Load Multiformat Camera for CT 9800 Scanners, 60-Hz. Includes 14in. x 17in. Supply Magazine, 14in. x 17in. Receiving Magazine, 24in. x 17in. Manual Cassette, and Foot Switch Exposure Control.
B7920H	CT 9800 QuickCam Camera Control for OC Direct Filming, 50/60-Hz.
B7911A	CT 9800 Pre-Installation Leveling Package

Mailed to Secured Party

**FINANCING STATEMENT** FORM UCC-1 Identifying File No. \_\_\_\_\_

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

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

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

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

1. DEBTOR

Name Richard G. Crowther  
Address 9501 Mellow Ct. Laurel, Md. 20707

2. SECURED PARTY

Name Amana Refrigeration Inc. DBA Amana Refrigeration Baltimore/Washington  
Address 8909 Mcgaw Ct. P.O. Box 2159  
Columbia, Maryland 21045  
Person and Address To Whom Statement Is To Be Returned If Different From Above

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

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

All products manufactured and/or sold by Amana Refrigeration, Inc. DBA Amana Refrigeration Baltimore/Washington, now in Debtor's possession or hereafter acquired by Debtor, and all replacements, substitutions and additions thereto, and all proceeds and accounts derived from the sale or exchange of said products.

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 11.00  
POSTAGE .50  
#03345 0777 AM 109:24  
APR 3 87

T.B.

By: Amana Refrigeration Baltimore/Washington

Richard G. Crowther  
(Signature of Debtor)

Richard G. Crowther  
Type or Print Above Name of Above Line

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

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

David M. Lasley  
(Signature of Secured Party)

DAVID M. LASLEY  
Type or Print Above Signature on Above Line

11.50

Mailed to Secured Party

STATE OF MARYLAND

Anne Arundel County, MD

510 224

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 240208

RECORDED IN LIBER 445 FOLIO 185 ON Dec. 21, 1981 (DATE)

RECORD FEE 10.00  
POSTAGE .50  
REG3347 6777 801 109.25  
APR 3 87

1. DEBTOR

Name Ramsey, Inc. T/A Berlitz Marine

Address P.O. Box 146, Deale, MD 20751

2. SECURED PARTY

Name Borg-Warner Acceptance Corp.

Address 326 First Street, Suite 28, P.O. Box 3190, Yacht Haven

Annapolis, MD 21403

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

Mailed to Secured Party

Dated 10/8/86

Borg-Warner Acceptance Corporation

*[Signature]*

(Signature of Secured Party)

R.W. Lehmkuhl, Dist. Control Mgr.

Type or Print Above Name on Above Line

STATE OF MARYLAND  
Anne Arundel County, MD

BOOK 510 PAGE 215

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 241335

RECORDED IN LIBER 446 FOLIO \_\_\_\_\_ ON Feb. 1, 1992 (DATE)

1. DEBTOR

Name Ramsey, Inc. T/A Berlitz Marine

Address P.O. Box 146, Deale, Maryland 20751

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation

Address 315 W. Main St., P.O. Box 1199, Hendersonville, TN 37075

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

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

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Termination   
(Indicate whether amendment, termination, etc.)

Mailed to Secured Party

Dated 10/8/86

Borg-Warner Acceptance Corporation

R.W. Lehmkuhl  
(Signature of Secured Party)

R.W. Lehmkuhl, Dist. Control Mgr.  
Type or Print Above Name on Above Line

RECORD FEE  
POSTAGE

10.00  
1.50  
NOTES 48 0777 101 109:25  
APR 3 87



**MARYLAND NATIONAL BANK**  
We want you to grow.

200028

BOOK 510 PAGE 288

**FINANCING STATEMENT**

- 1  To Be Recorded in the Land Records at \_\_\_\_\_
- 2  To Be Recorded among the Financing Statement Records at Anne Arundel County, Maryland
- 3  Not subject to Recordation Tax
- 4  Subject to Recordation Tax on an initial debt in the principal amount of \$ 4,900.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County, Maryland

5. Debtor(s) Name(s) \_\_\_\_\_ Address(es) \_\_\_\_\_  
 Robert W. Thompson 3819 Birdsville Road  
 Davidsonville, Maryland 21035

6. Secured Party \_\_\_\_\_ Address \_\_\_\_\_  
 Maryland National Bank 225 North Calvert Street  
 Attention: Retail Finance Baltimore, Maryland 21203

RECORD FEE 11.00  
 RECORD TAX 35.00  
 POSTAGE .50  
 003361 0777 001 109:41  
 APR 3 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:

N/A  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.

N/A  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.

N/A  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.

N/A  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.

N/A  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.

N/A  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.

N/A  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.

N/A  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.

Robert W. Thompson (Seal)  
 Robert W. Thompson

Secured Party  
 Maryland National Bank

Jeffrey S. Patch (Seal)

Jeffrey S. Patch, Commercial Banking Officer  
 Type name and title

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

207-95 REV 7/83

Mailed to Secured Party

135.50

T.B.

BOOK 510 PAGE 287

200020

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) Phoenix Leasing Incorporated Post Office Box 2008 San Rafael, CA 94912-2008	2. Secured Party(ies) and address(es) Leveraged Joint Venture 1987-3 Post Office Box 2008 San Rafael, CA 94912-2008	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 #03363 0777 R01 109:43 APR 1987
---	--	--

4. This financing statement covers the following types (or items) of property:  
 The Xerox Corporation duplicating equipment listed by serial number on Schedule A, attached hereto, and all replacements and substitutions thereof and all leases and rental agreements now in existence or hereafter created covering or concerning said equipment, including, without limitation, all rights of the Debtor to receive rental payments and other moneys due and to become due under or pursuant to said leases or rental agreements, and all proceeds of any and all of the foregoing. #066 Ten-Nineties

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

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:

Send UCC to: McCord Company, 1915 "I" Street, Sacramento, CA 95814  
 Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: ANNE ARUNDEL COUNTY MARYLAND "LEASE NOT SUBJECT TO RECORDATION TAX"

PHOENIX LEASING INCORPORATED  
 By: [Signature]  
 Signature(s) of Debtor(s)

LEVERAGED JOINT VENTURE 1987-3  
 PHOENIX LEASING INCORPORATED  
 By: [Signature]  
 Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY-ALPHABETICAL

STANDARD FORM - FORM UCC-1

Mailed to Secured Party

BOOK 510 FEB 29 1987

SCHEDULE "A"

24-Feb-1987  
Page 1

FUND	LNNAME	LEASE NUMBER	TOTAL PURCHASE PRICE
873	B & O RAILROAD 9TH FLOOR 120 W. FAYETTE STREET BALTIMORE, MD 21201	028554	54,765.00
873	B & O RAILROAD 14TH FLOOR 100 N. CHARLES STREET BALTIMORE, MD 21201	029242	54,765.00
873	MARTIN MARIETTA CORP.  103 CHESAPEAKE PARK PLAZA BALTIMORE, MD 21220	029183	54,765.00
873	LITTON INDUSTRIES BLDG. 11 55 CALVERT ROAD COLLEGE PARK, MD 20740	031117	54,765.00
873	WESTINGHOUSE ELECTRIC CORP.  211 SCHILLING CIRCLE HUNT VALLEY, MD 21030	029823	54,765.00
873	A T & T TECHNOLOGY 11TH FLOOR 1100 WAYNE AVE SILVER SPRING, MD 20910	024072	54,765.00
873	BLUE CROSS/BLUE SHIELD OF MD  700 E. JOPPA ROAD TOWSON, MD 21204	032809	54,765.00

Mailed to Secured Party

MARYLAND FINANCING STATEMENT

300-510 PAGE 289 UCC-1

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

For Filing Officer	
File No.:	206320
Record Reference:	_____
Date & Hour of Filing:	_____

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

1. DEBTOR: Lallie, Inc.  
(Name or Names)  
P.O. Box 6400; 103 Gibraltar Street, Annapolis, MD 21401  
(Address)

DEBTOR: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2. SECURED PARTY: ATLANTIC INDUSTRIAL CREDIT CORPORATION  
(Name or Names)  
P.O. Box 10656, Towson, MD. 21285-0656  
(Address)

3. ASSIGNEE (if any) of SECURED PARTY: HARBOR FEDERAL SAVINGS & LOAN  
(Name or Names)  
3200 EASTERN AVE. BALTO. MD. 21224  
(Address)

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

One - Thermo-O-Type Model 410M Thermography Machine  
S/N 874

RECORD FEE 11.00  
POSTAGE .50  
RECEIVED CITY AND COUNTY OF BALTIMORE  
APR 3 87

T.B.

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):  
Lallie, Inc.  
By: *[Signature]*  
CARL FARNHAM President  
(Type or print name of person signing)

SECURED PARTY:  
ATLANTIC INDUSTRIAL CREDIT CORPORATION  
By: *[Signature]*  
Robert E. Polack, President  
(Type or print name of person signing)

By: \_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Type or print name of person signing)

*[Handwritten initials]* Mailed to Secured Party

Return To: ATLANTIC INDUSTRIAL CREDIT CORPORATION  
P.O. Box 10656, Towson, MD. 21285-0656

300 510 TIME 200

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 262736

RECORDED IN <sup>Book</sup> ~~LIBER~~ 500 <sup>Page</sup> ~~FOLIO~~ 61 ON July 16, 1986 (DATE)

1. DEBTOR

Name James Spence and Gloria Spence

Address 751 North Riverside Drive, Crownsville, MD 21032

2. SECURED PARTY

Name Second National Building & Loan, Inc.

Address P.O. Box 2558, Salisbury, MD 21801 Attn: Joy J. Custis

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

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

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

RECORD FEE 10.00  
POSTAGE .50  
#03374 DTB R01 T09150  
APR 3 87



Dated 3/11/87

*Mary Ann Craven*  
(Signature of Secured Party)

Mary Ann Craven, Vice President  
Type or Print Above Name on Above Line

16-50

Filed to Secured Party

FINANCING STATEMENT

2000001

510 net 201

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax. **FILED ONLY TO PUBLICIZE A LEASE OF INVENTORY AND NOT TO CREATE A SECURITY INTEREST.**
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

5. Debtor(s) Name(s) / Lessee \_\_\_\_\_ Address(es) \_\_\_\_\_

Diversified Communications, Inc. 2024 West St. Annapolis, MD 21401

RECORD FEE 11.00  
POSTAGE .50  
403389 0777 R01 110-02  
APR 3 87

6. Secured Party / Lessor Address 2024 West Street  
Mt. Vernon Leasing, Inc., T/A Diversified Leasing Annapolis, Maryland 21401  
Attention: Margaret A. Bracone  
(Type name & Title)

TB.

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 cross 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: \_\_\_\_\_

Diversified Communications, Inc. Debtors  
Leslie H. Weiss, Vice President (Seal) \_\_\_\_\_ (Seal)  
Leslie H. Weiss, Vice President (Seal) \_\_\_\_\_ (Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.  
2-2820 (3/85)

11.50

SCHEDULE A  
 DIVERSIFIED COMMUNICATIONS, INC.  
 LEASE #6148

Audiotel	18
Novatel	86
Total	104

<u>TYPE PHONE</u>	<u>SERIAL</u>	<u>TYPE PHONE</u>	<u>SERIAL</u>	<u>TYPE PHONE</u>	<u>SERIAL</u>
Nova-Tel 390	73488	Nova-Tel 390	132364	Novatel 390	80982
Autotel 450	121039	Nova-Tel 390	135717	Novatel 390	80765
Autotel 450	118244	Nova-Tel 390	132575	Audiotel 450	108936
Novatel 390	5654	Nova-Tel 390	135387	Novatel 390	80961
Nova-Tel 390	145520	Nova-Tel 390	12661	Novatel 390	80711
Nova-Tel 390	80962	Audiotel 450	131842	Novatel 390	80540
Nova-Tel 390	80685	Nova-Tel 390	133753	Novatel 390	80688
Audo-Tel 450	119899	Nova-Tel 390	131464	Novatel 390	134859
Nova-Tel 390	134886	Nova-Tel 390	135731	Novatel 390	145307
Nova-Tel 390	80686	Nova-Tel 390	135686	Novatel 390	144027
Audiotel 450	119807	Nova-Tel 390	134887	Novatel 390	80620
Novatel 390	80710	Nova-Tel 390	135693	Novatel 390	80635
Novatel 390	80705			Novatel 390	80624
Audiotel 450	110047	Nova-Tel 390	135754	Novatel 390	146198
Novatel 390	16090	Nova-Tel 390	135698	Novatel 390	145291
Novatel 390	80747	Nova-Tel 390	136424	Novatel 390	145883
Audiotel 450	126869	Nova-Tel 390	132542	Novatel 390	145459
Novatel 390	135437	Audiotel 450	126813	Novatel 390	143983
Novatel 390	80621	Nova-Tel 390	136439	Novatel 390	143969
Novatel 390	80810	Audiotel 450	126811	Novatel 390	80748
Novatel 390	80681	Nova-Tel 390	132176	Novatel 390	143940
Novatel 390	145537	Nova-Tel 390	135687	Novatel 390	143970
Novatel 390	143498	Nova-Tel 390	135757	Audiotel 450	111548
Audiotel 450	103257	Nova-Tel 390	66229	Novatel 390	146168
Novatel 390	130885	Nova-Tel 390	135718	Audiotel 450	119699
Novatel 390	130761	Nova-Tel 390	134901		
Novatel 390	131543	Audiotel 450	126882		
Novatel 390	131890	Audiotel 450	119671		
Novatel 390	136557	Audiotel 450	120991		
Novatel 390	131838	Nova-Tel 390	135774		
Novatel 390	130577	Nova-Tel 390	135725		
Novatel 390	131039	Nova-Tel 390	135576		
Novatel 390	130532				
Novatel 390	80660	Nova-Tel 390	77816		
Novatel 390	80712	Audiotel 450	116327		
Novatel 390	80706	Nova-Tel 390	132413		
Novatel 390	80687	Nova-Tel 390	13558		
Novatel 390	80618	Nova-Tel 390	130352		
Novatel 390	80981	Audio-Tel 500	83586		
Novatel 390	80622	Nova-Tel 390	13610		
Novatel 390	80968				

BOOK 510 PAGE 293

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)  
BELL SHEET METAL, INC.  
216 NAJOLES RD.  
MILLERSVILLE, MD 21108

2. Secured Party(ies) and address(es)  
CARRIER DISTRIBUTION CREDIT CORPORATION  
P.O. Box 4800  
Syracuse, New York 13221

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

4. This statement refers to original Financing Statement bearing File No. 494-80  
Filed with CIRCUIT CRT FOR ANNE ARUNDEL CTY Date Filed 1/23/86 19\_\_

RECORD FEE 10.00  
POSTAGE .50  
#03393 0777 001 T10:04  
APR 3 87

CR  
CLERK

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. PLEASE AMEND DEBTOR'S ADDRESS AS FOLLOWS:

1625 Ridgely St.  
Baltimore, MD 21230

No. of additional Sheets presented:

1090  
BELL SHEET METAL, INC.  
By: William E. Schuster  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable)

CARRIER DISTRIBUTION CREDIT CORPORATION  
By: [Signature]  
Signature(s) of Secured Party(ies)

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

G-5188

200000

TO BE } RECORDED IN  
 NOT TO BE } LAND RECORDS

SUBJECT TO } RECORDING TAX  
 NOT SUBJECT TO } ON PRINCIPAL  
 AMOUNT OF \$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s):

\_\_\_\_\_  
 Name or Names—Print or Type  
 2024 West Street, Suite 306, Annapolis, Anne Arundel, 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:

\_\_\_\_\_  
 MARYLAND NATIONAL LEASING CORPORATION  
 Name or Names—Print or Type  
 502 Washington Avenue, Towson, Baltimore, MD 21204  
 Address—Street No., City - County State Zip Code

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

See Attachment

4. If above described personal property is to be affixed to real property, describe real property.

RECORDED FEE 65.00  
 VALUE 50  
 MAR 25 11 09 AM '87

5. If collateral is crops, describe real estate.

APR 3 87

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

\_\_\_\_\_  
 (Signature of Debtor)  
 \_\_\_\_\_  
 COMPUDYNE CORPORATION  
 Type or Print  
 \_\_\_\_\_  
 (Signature of Debtor)  
 \_\_\_\_\_  
 Type or Print

SECURED PARTY:

\_\_\_\_\_  
 MARYLAND NATIONAL LEASING CORPORATION  
 (Company, if applicable)  
 \_\_\_\_\_  
 (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 Alan J. Mogol, Esquire, Ober, Kaler, Grimes & Shriver  
 1600 Maryland National Bank Building, Baltimore, MD 21202

Lucas Bros. Form F-1

6500

BOOK 510 PAGE 295

ATTACHMENT TO UCC-1

All of the now owned and hereafter acquired accounts, inventory, contract rights, equipment, motor vehicles, furniture and fixtures, documents, instruments, chattel paper, and general intangibles, and all proceeds (cash and non-cash) and products thereof of Debtor and all of Debtor's divisions, wherever located.

MARYLAND NATIONAL LEASING CORPORATION  
 SCHEDULE OF EQUIPMENT

Lessee: COMPUDYNE CORPORATION

Page No. 1 of 1 total pages  
 Approved by [Signature]  
 (Lessee to initial each page)  
 Equipment located at:  
2024 West Street  
 Street No. \_\_\_\_\_  
Annapolis Anne Arundel MD 21401  
 City County State Zip

MFM

BOOK 510 PAGE 296

Attached to Bill of Sale dated \_\_\_\_\_ 19\_\_\_\_  
 and/or \_\_\_\_\_  
 Equipment Schedule No. A-1

Manufacturer and/or Vendor Name & Invoice No.  
Phipps Buick, Inc.  
1797 West Street  
Annapolis, MD 21401  
 Invoice No. 6483  
 MNLIC P.O. No. 1020

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Phipps Buick, Inc. 1797 West Street Annapolis, MD 21401 Invoice No. 6483 MNLIC P.O. No. 1020		1G4AL19X5-66438484	One 1986 Buick Century Limited four-door sedan equipped with: -Reclining seat back-passenger -Electronic door locks -Tinted glass -Power windows -Carpet savers - front -RR Carpet savers -Pulsating windshield wipers -Electronic rear window defogger -Air conditioning -Remote control mirrors -Gran touring suspension -Cruise control -Engine V-6 2.8 liter -Automatic transmission w/overdrive -Tilt steering wheel -Custom wire wheel covers -SB Radial W/S P195 -Instr. gages -Cassette, Extended Tuning Range AM-FM stereo -Power antenna -License plate mount 5% MD Excise Tax Tag fees	\$
(Attach All Vendor Invoices) Schedule Total				

BOOK 510 PAGE 207

MARYLAND NATIONAL LEASING CORPORATION  
SCHEDULE OF EQUIPMENT

Lessee: CompuDyne Corporation

Attached to Bill of Sale dated \_\_\_\_\_, 19\_\_\_\_  
and/or \_\_\_\_\_  
Equipment Schedule No. A-2

Page No. 1 of 1 total pages  
Approved by [Signature]  
(Lessee to initial each page)  
Equipment located at:  
2024 West Street  
Street No. \_\_\_\_\_  
Annapolis Anne Arundel MD 21401  
City County State Zip

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Thacker Oldsmobile 34 Hudson Street Annapolis, MD 21401  Invoice No. 005445 Purchase Order No. 1021	Toronado	1G3EZ57Y1- FE335722	1- 1985 Oldsmobile Toronado two door coupe, convertible with claret leather interior, black exterior, and the following options: Eight cylinder engine; power passenger seat; reclining passenger seat; trunk lid release; front and rear floor mats; body side molding; door guards; pulse wipers; rear defogger; A.C. Tempmatic; Accent stripe; illuminated vanity; wire wheel discs; twillight Sentinel; monitor external lamp-front and back; AM-FM cassette; vougues; grill; Auto Armour Rust protection; Auto Armour Paint Sealent; Auto Armour Fabric protection.  5% Maryland Excise Tax Registration Fee	
(Attach All Vendor Invoices)				Total

MARYLAND NATIONAL LEASING CORPORATION  
 SCHEDULE OF EQUIPMENT

Lessee: CompuDyne Corporation

Attached to Bill of Sale dated \_\_\_\_\_ 19\_\_\_\_  
 Vendor \_\_\_\_\_  
 Equipment Schedule No. A-3

Page No. 1 of 2 total pages  
 Approved by [Signature]  
 (Please to initial each page)  
 Equipment located at:  
2024 West Street  
 Street No.  
Ann Arundel County  
MD State  
21401 Zip

510 208

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Thacker Oldsmobile-Cadillac Inc. 34 Hudson Street Annapolis, MD 21401 Invoice No: 5952 NNLC P.O. No: 1639	Delta 88	1G3HN5134- HM304984	One (1) 1987 Oldsmobile Delta 88 including the following options: Seat Adj 6-Way Power-Driver Side Seat Div Front Dual Controls Reclining Seat Passenger Side Power Door Locks Power Side Windows Power Truck-Lid Lock Release Mats, Aux Front/Carpet Inserts Mats, Aux Rear/Carpet Inserts Moldings, Door-Edge Guards Wiper System, Pulse Window Defogger, Electric Rear Remote Control Mirrors, Color Coordinated, Driver Side Cruise Control Electronic Tilt Steering Wheel Convenience Group Battery System, High Capacity Radio Delco-GM, ETR AM/FM Stereo with Seek & Scan Auto Reverse Cassette & Digital Display Clock Dual RR Speakers w/Ext Range Gauge Package, includes, Voltmeter, Temperature & Oil Pressure Trip Odometer Antenna, Power Front Fender Reminder Package Touring Car Ride	
			(Attach All Vendor Invoices)	Page Total

MARYLAND NATIONAL LEASING CORPORATION  
 SCHEDULE OF EQUIPMENT

Lessee: CompuDyne Corporation

Page No. 2 of 2 total pages  
 Approved by [Signature]  
 (Lessee to initial each page)

Equipment located at:  
2024 West Street

Serial No. \_\_\_\_\_  
 City Annapolis, County Ann Arundel State MD Zip 21401

Attached to Bill of Sale dated \_\_\_\_\_ 19\_\_\_\_  
 and/or \_\_\_\_\_  
 Equipment Schedule No. A-3

Manufacturer and/or Vendor Name & Invoice No.  
Thacker Oldsmobile-Cadillac, Inc.  
34 Hudson Street  
Annapolis, MD 21401  
 Invoice No: 5952  
 M.L.C P.O. No: 1639

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Thacker Oldsmobile-Cadillac, Inc. 34 Hudson Street Annapolis, MD 21401 Invoice No: 5952 M.L.C P.O. No: 1639	Delta 88	1G3HN5134- HM304984	Pop. Option Package Auto Armor Package/Deliver & Handling  5% MD Title Tax Tags & Transfer	

(Attach All Vendor Invoices) Schedule Total

510 200

MARYLAND NATIONAL LEASING CORPORATION  
**SCHEDULE OF EQUIPMENT**

Lessee: CompuDyne Corporation

Attached to Bill of Sale dated \_\_\_\_\_ 19\_\_

Equipment Schedule No. A-4

Page No. 1 of 2 Total pages  
 Approved by [Signature]  
 (Lessee to Initial each page)  
 Equipment located at: Advanced Navigation, Inc.  
7304 Grove Road  
Frederick Frederick MD 21701  
Frederick State MD  
Frederick County Zip 21701

510 300

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Moore Cadillac Company 8595 Leesburg Pike Vienna, VA 22180  Invoice #017426 P.O. # 1646	Brougham	1G6DM51Y-6H9703372	One (1) 1987 Cadillac Brougham Four Door Sedan with the following: Seat Adjuster 6W Pwr Pass Seat TRK Lid Release & Pull Down-Pwr Floor Mats Carpeted-Front Floor Mats Carpeted-Rear Trunk Mat Door Edge Guards-Four Controlled Cycle Wiper System Defogger-rear window electric incl. Heated outside mirrors Reading Lamps-rear Mirrors-Elec Pwr RR View-Chrome Mirrors-Illuminated Vanity Driver & Passenger Accent Striping-Side & Deck L Electronic Level Control Cruise Control 5.0 Liter V8 Engine 4BBL Emission System - Federal Str Wheel Rim-Leather Trimmed Steering Wheel-tilt & Telescope Wheel Discs-Wire-Locking Twilight Sentinel Trumpet Horn Radio AM/FM Stereo Sig Seek & Scan-Dig Displ & cassette ETR License Plt Frt Mount Provision Leather Seating Area	

(Attach All Vendor Invoices)

Page **Total**

MARYLAND NATIONAL LEASING CORPORATION  
**SCHEDULE OF EQUIPMENT**

Lessee: ComputDyne Corporation

Attached to Bill of Sale dated \_\_\_\_\_ 19\_\_\_\_

Equipment Schedule No. A-4

Page No. 2 of 2 total pages  
 Approved by [Signature]  
 (Lessee to Initial each page)  
 Equipment located at: Advanced Navigation, Inc.  
7304 Grove Road  
Frederick Frederick County MD 21701  
 City State Zip

Manufacturer and/or Vendor Name & Invoice No.  
Moore Cadillac Company  
8595 Leesburg Pike  
Vienna, VA 22180  
 Invoice # 017426  
 P.O. # 1646  
 Statement dated 10/22/86

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
			Commodore Blue Dark Blue Metallic Dark Blue Leather	
			Taxes Tags	
(Attach All Vendor Invoices) Schedule Total				

BOOK 510 PAGE 301

MARYLAND NATIONAL LEASING CORPORATION  
 SCHEDULE OF EQUIPMENT

Lessee: CompuDyne Corporation

Attached to Bill of Sale dated \_\_\_\_\_ 19\_\_\_\_  
 under \_\_\_\_\_  
 Equipment Schedule No. A-5

Page No. 1 of 1 total pages  
 Approved by [Signature]  
 (Lessee to initial each page)  
 Equipment located at:  
2024 West Street  
 Street No. \_\_\_\_\_  
Annapolis, Ann Arundel,  
 City County State MD Zip 21401

BOOK 510 PAGE 302

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Thacker Oldsmobile Cadillac, Inc. 34 Hudson Street Annapolis, MD 21401	Cierra	2G3AJ51W8H93-02221	One (1) 1987 Oldsmobile Cierra 4-door sedan with the following: - Divided Seats - Reclining Passenger Seat - Power Locks - Tinted Glass - Front Mats - Rear Mats - Body Side Molding - Door Edge Guards - Pulse Wipers - Rear Defogger - Air Conditioning - Color Mirrors - Cruise Control - 2.8 Liter V-6 MF - Tilt Wheel - P185/75NY W/S - AM/FM Stereo - Cluster Panel - Auto Armor Rust Protection - Auto Armor Paint Sealant - Auto Armor Fabric Protection - Accent Stripes MD Title Tax Tags	
(Attach All Vendor Invoices) <b>Schedule Total</b>				

MARYLAND NATIONAL LEASING CORPORATION  
 SCHEDULE OF EQUIPMENT

*2477M*

Lessee: COMPUDYNE CORPORATION

Page No. 1 of 5 total pages

Approved by \_\_\_\_\_  
 (Lessee to initial each page)

Equipment located at:  
2024 West St., Suite 306

Street No. \_\_\_\_\_  
 City \_\_\_\_\_  
 State \_\_\_\_\_  
 Zip \_\_\_\_\_

MD 21401

Annepolis  
 County

Annepolis  
 City

MD 21401

Annepolis  
 County

Annepolis  
 City

Attached to Bill of Sale dated  
May 19, 1986  
 and/or  
 Equipment Schedule No. B-1

510 PAGE 303

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Compatible Systems 9 Elmwood Court Newington, CT 06111 Invoice No. 4131	DX2200		2- Fujitsu Printers/Cables	
Microage 2075 Sitas Deane Highway Rocky Hill, CT 06067 Invoice No. 2261	2159-A1	005607	1- AT&T Color Monitor	
Invoice No. 2238		02832261 1796656 1614021	1- AT&T 128K CPU DOS & 20MB Hard Disk 1- Monitor 1- Keyboard	
Invoice No. 2239		0277374 1796656 1638955	1- AT&T 128K CUP DOS & 20MB Hard Disk	
Invoice No. 2243		0280212 1611396	1- AT&T 128K CUP DOS & Hard Disk 1- Keyboard	
Invoice No. 2194		0277377 1717409 1638935	1- AT&T 128K CUP DOS & Hard Disk 1- Monitor 1- Keyboard	
Softmart 285 Great Valley Parkway Malvern, PA 19355 Invoice No. 6223			3- P-22 Power Directors	

(Attach All Vendor Invoices)

Page Total

MARYLAND NATIONAL LEASING CORPORATION  
 SCHEDULE OF EQUIPMENT

*MNF-211*

Lessee: **COMPUDYNE CORPORATION**

Attached to Bill of Sale dated  
 May 19, 1986  
 and/or  
 Equipment Schedule No. B-1

Page No. 2 of 5 total pages  
 Approved by \_\_\_\_\_  
 (Lessee to initial each page)  
 Equipment located at:  
 2024 West Street, Suite 306  
 Street No. \_\_\_\_\_  
 Annapolis Anne Arundel MD 21401  
 City County State Zip

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Wagner's 212 N. George Street York, PA 17401 Invoice No. 4566666 Invoice No. 4565552	K9-P123-D	9829780	2- Calculators 2- Calculators	
ANN:MARC, Inc. 222 Severn Avenue Annapolis, MD 21403 Invoice No. 110 5701-01 Invoice No. 5617-01 Invoice No. 5701-01 Invoice No. 5701-01		2539A07909	1- Laserjet Plus; Parallel Cable; replacement cartridge 1- Parallel Printer and (1) Parallel Cable 1- Plotter & (1) Parallel Printer & (2) Cables	
Softmart 285 Great Valley Parkway Malvern, PA 19355 Invoice No. 8034	MDHAY02		1- Parallel Printer 1- Hayes 1200B Int 3- Power Director SUPA01	

(Attach All Vendor Invoices) Page Total

MARYLAND NATIONAL LEASING CORPORATION  
 SCHEDULE OF EQUIPMENT

MMCM

Lessee: COMPUDYNE CORPORATION

Attached to Bill of Sale dated  
 May 19, 1986  
 and/or

Equipment Schedule No. B-1

Page No. 3 of 5 total pages  
 Approved by \_\_\_\_\_

(Lessee to initial each page)

Equipment located at:  
2024 West Street, Suite 306

Street No. \_\_\_\_\_  
 City \_\_\_\_\_

Anne Arundel  
 County

MD 21401  
 State Zip

Manufacturer and/or  
 Vendor Name & Invoice No.  
 Corporate Design, Ltd.  
 2122 Forest Drive  
 Annapolis, MD 21401  
 Invoice No. 158

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Corporate Design, Ltd. 2122 Forest Drive Annapolis, MD 21401 Invoice No. 158	NA-27-7268LH		1- Executive L. Desk - Walnut	
	NA27-1866SP		1- Credenza - Walnut	
	NA27-36720P		3- Executive Desks - Walnut	
			4- 4 Door Letter Files with Locks - beige	
			2- 4 Door Legal Files with Locks	
	WIT60		4- Trash Cans - Walnut	
	QU4250/QU71 -WA		1- Bookcase - Walnut	
	QU417011		4- Executive Chairs - Brown	
	W975W		5- Side Chairs - Brown	
	NA27-36720P		1- Costumer Art	
	NA27-3066		1- Executive Desk - Walnut	
	CM170		1- Secretary's Desk (LH) - Walnut	
	MT244FL		2- Secretary's Chairs - Brown	
	MTLFF4L		1- 4 Door Letter File - Beige	
	H07236		1- 4 Door Lateral File - Beige	
	QU4250		1- Storage Cabinet	
	R04654SA		1- Executive Chair - brown w/chair base	
	R04860SA		5- Chairmats	
			2- Chairmats	

Invoice No. 170

(Attach All Vendor Invoices)

Page Total

MARYLAND NATIONAL LEASING CORPORATION  
 SCHEDULE OF EQUIPMENT

Lessee: COMPUDYNE CORPORATION

*MFM*

Attached to Bill of Sale dated  
May 19, 1986  
 and/or  
 Equipment Schedule No. B-1

Page No. 4 of 5 total pages  
 Approved by \_\_\_\_\_  
 (Lessee to initial each page)  
 Equipment located at:  
2024 West Street  
 Street No.  
Annapolis  
 City  
Anne Arundel  
 County  
MD 21401  
 State Zip

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Corporate Design (cont'd)				
Invoice No. 205	VI5412		2- Screens - beige 1- Fire File, 4 door - beige	
Invoice No. 170	MT343F-TL		1- 3 Dr. Letter File	
Invoice No. 176	NA28-6675LH		1- Secretary's Desk - Center Drawer	
	NA2421		2- Table Tops	
	AD3060		4- ADSLBENDS (walnut)	
	975		3- Costumers Art	
	702		1- Desk Trays Art	
	G0SA548		2- Screens - beige	
Invoice No. 192	AD3060		1- Table Tops and Legs	
	7174L		2- 4 Drawer Lateral Files	
Mali Discount 5809 Deale Road Deale, MA 20751			1- Secretary's Desk - Electra	
Invoice No. 6780			1- Secretary's Chair - Brown	
Invoice No. 5955			1- Secretary's Mat	

(Attach All Vendor Invoices) Page Total

MARYLAND NATIONAL LEASING CORPORATION  
 SCHEDULE OF EQUIPMENT

*MNF-M*

Lessee: COMPUDYNE CORPORATION

Attached to Bill of Sale dated  
 May 19 1986,  
 and/or  
 Equipment Schedule No. B-1

Page No. 5 of 5 total pages  
 Approved by \_\_\_\_\_  
 (Lessee to initial each page)  
 Equipment located at:  
2024 West Street, Suite 306  
 Street No. \_\_\_\_\_  
 Annapolis \_\_\_\_\_  
 City \_\_\_\_\_  
 Anne Arundel \_\_\_\_\_  
 County \_\_\_\_\_  
 MD 21401 \_\_\_\_\_  
 State \_\_\_\_\_  
 Zip \_\_\_\_\_

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Montgomery Wards			1- Microwave Oven 1- 6 Cubic Foot Refrigerator 1- Typewriter - Smith Corona Mark 1	
Page Total				
(Attach All Vendor Invoices) Schedule				Total

510 307

MARYLAND NATIONAL LEASING CORPORATION  
 SCHEDULE OF EQUIPMENT

Lessee: CompuDyne Corporation

Attached to Bill of Sale dated  
 September 18, 1986  
 and/or  
 Equipment Schedule No. B-2

Page No. 1 of 2 total pages  
 Approved by [Signature]  
 (Lessee to initial each page)  
 Equipment located at:  
2024 West Street, Suite 306  
 Street No.  
Annapolis Anne Arundel MD  
 City County State 21401  
 Zip

510 PAGE 308

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice No.
Microage 2075 Silas Deane Highway Rocky Hill, CT 06067 Invoice No. 2913	PC 6300	0318477 1928260 1688345 165579	1- AT&T PC, 128K RAM with: 1- Monochrome Monitor 1- Keyboard 1- 512K RAM Upgrade 1- DOS 1- 20MB Hard Disk 1- Controller Card 1- RAM Installation 1- Hard Disk Installation 1- Format Hard Disk 1- Advanced Diagnostics and component burn in.  Freight Charge	
Invoice No. 2790		0320520 0320523 1643834 1643732 19239958 1939420 856227608335 757518607771	2- AT&T PC, 128K RAM with: 2- Keyboards 2- Monochrome Monitor 2- 512K RAM Upgrade 2- 20MB Hard Disk 2- RAM Installation 2- Hard Disk Installation 2- Format Hard Disk  (Attach All Vendor Invoices)	Page Total



BOOK 510 310

ID# 266918  
Anne Arundel Co., MD

TO BE } RECORDED IN LAND RECORDS  
 NOT TO BE }  
 SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_  
 NOT SUBJECT TO }

**FINANCING STATEMENT**

1. Debtor(s):  
ROBINTECH INCORPORATED  
Name or Names—Print or Type  
2024 West Street, Suite 306, Annapolis, Anne Arundel, 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:  
MARYLAND NATIONAL LEASING CORPORATION  
Name or Names—Print or Type  
502 Washington Avenue, Towson, Baltimore, MD 21204  
Address—Street No., City - County State Zip Code

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

See Attachment

RECORD FEE 89.00  
FILING 50  
MAY 3 1987 6777 801 110:09

4. If above described personal property is to be affixed to real property, describe real property.

MAY 3 87  
T.B.

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):  
Martin F. Moran  
(Signature of Debtor)

SECURED PARTY:  
MARYLAND NATIONAL LEASING CORPORATION  
(Company, if applicable)

ROBINTECH INCORPORATED  
Type or Print  
(Signature of Debtor)  
Type or Print

(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 Alan J. Mogol, Esquire, Ober, Kaler, Grimes & Shriver  
1600 Maryland National Bank Building, Baltimore, MD 21202

Lucas Bros. Form F-1

89 50

510 311

ATTACHMENT TO FORM UCC-1

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

MARYLAND NATIONAL LEASING CORPORATION  
 SCHEDULE OF EQUIPMENT

Lessee: Robintech Incorporated

Page No. 1 of 2 total pages

Approved by [Signature]

(Lessee to initial each page)  
 Equipment located at: Metweb Signs, Inc.

300 Fenêtres Boulevard

Street No. Volusia,

City Daytona Beach, County

FL 32020

State Zip

Attached to Bill of Sale dated 18  
 Invoice No. A-1  
 Equipment Schedule No. A-1

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Kenworth of Central Florida, Inc. 1800 N. Orange Blossom Trail Orlando, FL 32854 Invoice No. 0834 MNLG P.O. No. 1301	FD164	JHBFD1645-62S10064	1- 1986 Hino Truck equipped and manufactured as follows: G.V.W. - 20,000 lb. Wheelbase - To be Shortened to 148.8" Engine - 155 H.P. Diesel 6 Cyl. Clutch - 12.8" Single Plate Transmission - 6 Speed Synchronized Front Axle - 7,300 lb. Rear Axle - 15,000 lb. Ratio - 5.571 Wheels - 6.5" X 20" Steel Disc Tires - 8.25 X 20" Bridgestone Brakes - 12.6" X 4.3" 12.6" X 4.92" Parking Brake - Hand Brake Frame - 8.66" X 2.76" X .24" Steel (78,000 PSI) Fuel - 52 Gal. Left Hand Steering - Power Steering Batteries (2) 12V Maint. Free Alternator - 80 Amp 12 Volt Starter - 12 Volt Cab - C.O.E. 45 Tilt Paint - White Acrylic Enamel Drive seat - Hi-back, Adjustable Mirror - West Coast & Spot Mirrors Other Standards - Fan Clutch-Pannenger, Sun Visor, Tachometer, Engine Alarm Option - Exhaust Brakes	

310-312

MARYLAND NATIONAL LEASING CORPORATION  
 SCHEDULE OF EQUIPMENT

Lessee: Robintech Incorporated

Page No. 2 of 2 total pages

Approved by [Signature]

(Lessee to initial each page)

Equipment located at: Melweb Signs, Inc.  
300 Fentress Boulevard

Street No. Daytona Beach,

City Volusia, County FL

State FL Zip 32020

Attached to Bill of Sale dated 10

Equipment Schedule No. A-1

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Invoice No. 0834 Continued  Wilkie MFG., Inc. 2540 N.W. 2nd Oklahoma City, OK 73148  Invoice No. 5443  MMLC P.O. No. 1302	540	8654561	1- Ladder (installed on the 1986 Hino Truck described on previous page) including: 1- Hydraulic Stabilizers w/wheel shocks 1- Battery & Rack, 200 amp 12 V.D.C. 1- Ladder Installation on Hino Truck 1- Lamp Box for Top Ladder Section 1- Truck Body, Type Special Design for "Hino" Truck, Inc.: 1 lamp box 3'X4'X8"; 2 side lamp boxes 18X24X119 3/4; 2 upright tool boxes behind lamp box 24X18X48 w/shelves; 4 tool boxes (24") under a 10 ft. flat bed steel deck. Installed, lights & Flaps 1- Rear Step & Bumper 94" width for Flat Bed 1- Special Paint: Standard red ladder w/white bed 1- Ladder Travel Yoke Warning Light in Truck Cab 1- Safety Belt & Lanyard 1- Operation/Maintenance/Parts Manual	Business Fee Title/Registration Fees
Page Total				
(Attach All Vendor Invoices) Schedule Total				

MARYLAND NATIONAL LEASING CORPORATION  
 SCHEDULE OF EQUIPMENT

*M.P.M.*

Lessee: ROBINTECH, INCORPORATED

Attached to Bill of Sale dated  
 May 19 19, 19 86  
 and/or  
 Equipment Schedule No. B-1

Page No. 1 of 7 total pages  
 Approved by \_\_\_\_\_  
 (Lessee to initial each page)  
 Equipment located at: General Indicator Corporation  
 2801 International Lane  
 Street No. \_\_\_\_\_  
 Madison Dane WI 53704  
 City County State Zip

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Marbaugh Engineering 121 North West Street Indianapolis, IN 46204 Invoice No. 236728	452-C	0569	Blue Ray Blue Print Machine, Tray & Filters	
GTE Telecom Marketing 11611 N. Meridian Carmel, IN 46032 Invoice No. 56818	2596-2	404496	Paradyne Challenger Modem	
	2596-2	404503	Paradyne Challenger Modem	
IBM Corporation 3113 Beltline Highway Madison, WI 53713 Invoice No. E562073	5224-002	91-88115	Printer (240 LPM)	
	5291-200	DV-678	5- IBM Displays Stations	
	"	DV-692		
	"	DV-685		
	"	DV-676		
	"	DV-677		
	3179-200	88ABTG2	3- IBM Display Stations	
		88ABTG3		
		88ABUU8		
			(Attach All Vendor Invoices)	Page Total

MARYLAND NATIONAL LEASING CORPORATION  
 SCHEDULE OF EQUIPMENT

12/15/21

Lessee: ROBINTECH, INCORPORATED

Page No. 2 of 7 total pages  
 Approved by \_\_\_\_\_  
 (Lessee to initial each page)  
 Equipment located at: General Indicator Corporation  
413 S. Main WI 53954  
 Street No. Columbia State Zip  
Pardeeville County  
 City

Attached to Bill of Sale dated  
May 19, 1986  
 and/or  
 Equipment Schedule No. B-1

510  
 GTE Telecom Marketing  
 11611 N. Meridian  
 Carmel, IN 46032  
 Invoice No. 56818

IBM Corporation  
 3113 W. Beltline Highway  
 Madison, WI 53713  
 Invoice No. E5G2073

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
GTE Telecom Marketing 11611 N. Meridian Carmel, IN 46032 Invoice No. 56818	2596-2	404485	Paradyne Challenger Modems (1-unit)	
IBM Corporation 3113 W. Beltline Highway Madison, WI 53713 Invoice No. E5G2073	5294-001 3701	19103 n/a	Remote Control Unit EIA Interface Port	

(Attach All Vendor Invoices) Page Total

MARYLAND NATIONAL LEASING CORPORATION  
 SCHEDULE OF EQUIPMENT

*MFM*

Lessee: ROBINTECH, INCORPORATED

Attached to Bill of Sale dated  
May 19, 1986  
 and/or  
 Equipment Schedule No. B-1

Page No. 3 of 7 total pages  
 Approved by \_\_\_\_\_  
 (Lessee to Initial each page)  
 Equipment located at: General Indicator Corporation  
1100 S. Main  
Kokomo Howard IN 46901  
City County State Zip

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
GTE Telecom Marketing 11611 N. Meridian Carmel, IN 46032 Invoice No. 56818	2596-2	404 487	Paradyne Challenger Modems -(1 unit)	
IBM Corporation 3113 W. Beltline Highway Madison, WI 53713 Invoice No. E5G2073	5294-001 3701 5224-002	19102 n/a 91-8116	Remote Control Unit EIA Interface Port Printer (240 LPM)	
(Attach All Vendor Invoices)				Page Total

8008 010 PAGE 310

MARYLAND NATIONAL LEASING CORPORATION  
 SCHEDULE OF EQUIPMENT

MF 221

Lessee: ROBINTECH, INCORPORATED

Attached to Bill of Sale dated  
 May 19 1986  
 and/or  
 Equipment Schedule No. B-1

Page No. 4 of 7 total pages  
 Approved by \_\_\_\_\_  
 (Lessee to initial each page)  
 Equipment located at: Melweb Signs, Inc.  
 300 Fentress Boulevard  
 Street No. \_\_\_\_\_  
 Daytona Beach \_\_\_\_\_  
 City \_\_\_\_\_

Volusia \_\_\_\_\_  
 County \_\_\_\_\_  
 FL 32020  
 State \_\_\_\_\_ Zip \_\_\_\_\_

BOOK 510 PAGE 317

Manufacturer and/or  
 Vendor Name & Invoice No.  
 Airco Welding Supply Co.  
 2450 Shader Road  
 Orlando, FL 32804  
 Invoice No. 363949  
 Williams Welding Supply Co.  
 700 N. Beach Street  
 Daytona Beach, FL 32014  
 Invoice No. 275827

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Airco Welding Supply Co. 2450 Shader Road Orlando, FL 32804 Invoice No. 363949	CV250		Mig Welder	
Williams Welding Supply Co. 700 N. Beach Street Daytona Beach, FL 32014 Invoice No. 275827	CM-40-40	85-90-154	Cutting Machine	
(Attach All Vendor Invoices)				Page Total

MARYLAND NATIONAL LEASING CORPORATION  
 SCHEDULE OF EQUIPMENT

Lessee: ROBINTECH, INCORPORATED

Attached to Bill of Sale dated  
 May 19, 1986  
 and/or  
 Equipment Schedule No. B-1

Page No. 5 of 7 total pages  
 Approved by \_\_\_\_\_  
 (Lessee to initial each page)  
 Equipment located at: Melweb Signs, Inc.  
 300 Fentress Boulevard  
 Street No. \_\_\_\_\_  
 Daytona Beach Volusia  
 City County State FL 32020

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Xerox Corporation P.O. Box 660508 Dallas, TX 75266-0508 Invoice No. 097423443		26E-072293 36E-072293	1038 Zoom Copier with Accessory / Feature including: 1038 Tray Feeder	
Ron's Forklift Service, Inc. P.O. Box 16196 Orlando, FL 32861 Invoice No. 07253	FHG36N8T	46400495	TCM 8,000 Lb. Forklift - gasoline powered	Freight Subtotal
Horizon 7685 Commerce Way Eden Prairie, MN 55344 Invoice No. 50724			CVC 20 Marketing System	Freight Subtotal
Integrated Systems Engineering, Inc. 1850 N. 600 West Logan, UT 84321 Invoice No. 5174	727	7285	ISE 727 Controller	
(Attach All Vendor Invoices)				Page Total

510 318

11/1/86

MARYLAND NATIONAL LEASING CORPORATION  
 SCHEDULE OF EQUIPMENT

10/17/86

Lessee: ROBINTECH, INCORPORATED

Attached to Bill of Sale dated  
 May 19 19 86  
 and/or B-1  
 Equipment Schedule No.

Page No. 6 of 7 total pages  
 Approved by \_\_\_\_\_  
 (Lessee to initial each page)  
 Equipment located at: Vega Precision Laboratories  
 800 Follin Lane  
 Street No. \_\_\_\_\_  
 Vienna County VA 22180  
 City \_\_\_\_\_

BOOK 510 PAGE 319

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Racal-Dana Instruments, Inc. 4 Goodyear Street Irvine, CA 92718-2002 Invoice No. 79223	1995	190071	Microprocessor Data Counter	
Genstar Rental Electronics Inc. P.O. Box 93657 Chicago, IL 60673 Invoice No. 883658		01161	Microwave Pulse Counter	
Sears Business Systems 2070 Chaim Bridge Road Vienna, VA 22180			1- IBM PC-XT 256K (System) with Captain Board 384K Monochrome Monitor, Monochrome Interface, 20MB Disk Drive, 1/2 Height, Oki-Data 193 Printer, Printer Cable	
Maryland Computer Services Inc. 2010 Rock Spring Road Forest Hill, MD 21050 Invoice No. 1989		2443V06154	1- ASI Card 1- 2622D Workstation 512 KB Memory Board 7197 Microprocessor	

(Attach All Vendor Invoices) Page Total

MARYLAND NATIONAL LEASING CORPORATION  
 SCHEDULE OF EQUIPMENT

Lessee: ROBINTECH, INCORPORATED

Page No. 7 of 7 total pages

Attached to Bill of Sale dated  
 May 19, 1986

Approved by \_\_\_\_\_  
 (Lessee to initial each page)

Equipment located at: Vega Precision Laboratories  
 800 Follin Lane  
 Street No. Vienna Fairfax VA 22180  
 City County State Zip

510-320

Equipment Schedule No. B-1

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Heppo Electronic Component Preparation Equipment 150 San Lazaro Sunnyvale, CA 94086 Invoice No. 18972	7600-3		Auto Dip Lead Cutting & Forming	
Hewlett-Packard 2 Choke Cherry Road Rockville, MD 20850 Invoice No. 4688063	8755 S	2010A11565 2520A02364 2010A11566 2520A02354 2542A00941	4- Scalar Network Analysis Systems	
Lambda Electronics 515 Broad Hollow Road Melville, NY 11746 Invoice No.	LK 342A-FM		1- Signal Generator Power Supply	
Tektronix, Inc. 700 Professional Drive Gaithersburg, MD 20877	2455 Tek	B030966	150 MHZ Oscilloscope	
Page Total				
(Attach All Vendor Invoices)				Schedule Total

MARYLAND NATIONAL LEASING CORPORATION  
 SCHEDULE OF EQUIPMENT

Lessee: ROBINTECH INCORPORATED

Page No. 1 of 1 total pages  
 Approved by [Signature]  
 (Lessee to initial each page)  
 Equipment located at: Vega Precision Laboratories  
800 Follin Lane  
 Street No. Fairfax VA 22180  
Vienna State VA Zip  
 City Fairfax County

Attached to Bill of Sale dated \_\_\_\_\_, 19\_\_\_\_  
 and/or \_\_\_\_\_  
 Equipment Schedule No. B-2

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Accutest Instruments, Inc. P.O. Box 239 Belmar, NJ 07719 Invoice No. 2519 MNL C P.O. No. 1104		449-00843	1- HP 493A TWT Amplifier w/manual and line cord	
MBI Business Centers P.O. Box 15823 Baltimore, MD 21263 Invoice No. 3131420 MNL C P.O. No. 1107		1060114 602A0138634 1060114	1- IBM PC/XT with: -IBM new PC/XT 246K -Okidata 193/IBM Parallel printer -IBM color monitor -20 MB fixed drive -2 360K floppy drives	
Invoice No. 118640 MNL C P.O. No. 1105		176048 6089985	1- Group consisting of: 2 -IBM new XT 512K, 360KB 2 -IBM Color monitors	
		6473000 6471857	2 -MBI Color/Mono boards 4 -IBM DOS 3.1 2 -IBM PC/XT 256K, 360KB	
		1061020 1059563	2 -MBI 384K Boards 2 -Hercules Mono. graphics board 2 -IBM monochrome monitor 2 -Idea 20MB Internal for PC/X	
			(Attach All Vendor Invoices)	Schedule Total

MARYLAND NATIONAL LEASING CORPORATION  
**SCHEDULE OF EQUIPMENT**

Lessee: Robintech, Incorporated

Page No. 1 of 3 total pages  
 Approved by Zife 24

(Lessee to initial each page)

Equipment located at: Vega Precision Laboratories  
800 Follin Lane

Street No. Vienna, Fairfax VA  
 City County State Zip  
22180

Attached to Bill of Sale dated 19

and/or B-3

Equipment Schedule No. B-3

510 10322

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
3M Engineering Sysytems Division 8301 Greensboro Drive McLean, VA 22102 Invoice No. XG 21135 MNL C P.O. No. 1108	664AG	214299	1- 3M Plain Paper Printer - Reader  Installation Charge	
Hewlett Packard Co. Eastern Sales Region 2 Choke Cherry Road Rockville, MD 20850 Invoice No. C533019 MNL C P.O. No. 1103	7470A 11613A 8757A 8350B 83592A 85027A 11664A 85023A 85022A	2517A17930 2532A00147 2546A01492 2618A006958 2602A02219 2522A000585	1- H/P Graphics Plotter with HP-IB Interface 1- H/P Calibrator 1- H/P Scalar Analyzer 1- H/P Sweep Oscillator 1- H/P RF Plug-in 1- H/P Direction Bridge 2- H/P 18 GHZ Detector 1- H/P System Verification Kit 1- H/P System Cable Kit	

(Attach All Vendor Invoices) Page      Total

MARYLAND NATIONAL LEASING CORPORATION  
 SCHEDULE OF EQUIPMENT

Lessee: Robintech, Incorporated

Attached to Bill of Sale dated \_\_\_\_\_, 19\_\_

and/or  
 Equipment Schedule No. B-3

Page No. 2 of 3 total pages  
 Approved by [Signature]  
 (Lessee to initial each page)  
 Equipment located at: Vega Precision Laboratories  
800 Follin Lane  
 Street No. Vienna, VA 22180  
Vienna, VA 22180  
 City County State Zip

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Xerox Corporation 1616 N. Fort Myer Drive 6th Floor Arlington, VA 22209 Invoice No. 099036417 MNL C P.O. No. 1106	9500	685-002294 357-044378 377-044373 687F002294	1- Xerox 9500, System 182, Copier equipped with: Sorter Upper 25 bins 9500 Input Station  Installation Charge	
MBI Business Centers 8150 Leesburg Pike Vienna, VA 22180 Invoice No. 131631 MNL C P.O. No. 1110		3847421	1- IBM New XT 512K, 360 KB, 20MB 1- MBI Color/Mono Board 1- IBM Monochrome Monitor 1- Past00765 1- HP Laserjet Printer 1- IBM AT to HPP Cable 1- IBM Dos 3.1 3- Maynard Maynstream Data Cartridges	
Invoice No. 131809 MNL C P.O. No. 1110			1- Maynard 20MB Internal Tape back-ups for system above.	
(Attach All Vendor Invoices)				Page <b>Total</b>

MARYLAND NATIONAL LEASING CORPORATION  
 SCHEDULE OF EQUIPMENT

Lessee: Robintech, Incorporated

Attached to Bill of Sale dated \_\_\_\_\_, 19\_\_

and/or \_\_\_\_\_

Equipment Schedule No. B-3

Page No. 3 of 3 total pages  
 Approved by [Signature]  
 (Lessee to initial each page)  
 Equipment located at: Vega Precision Laboratories  
800 Follin Lane  
 Street No. \_\_\_\_\_  
Vienna, \_\_\_\_\_  
 City \_\_\_\_\_  
 \_\_\_\_\_  
 Fairfax \_\_\_\_\_  
 County \_\_\_\_\_  
 \_\_\_\_\_  
 VA \_\_\_\_\_  
 State \_\_\_\_\_  
 \_\_\_\_\_  
 Zip \_\_\_\_\_

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Entre Computer Center 8138 Watson Street McLean, VA 22102 Invoice No. 5548 MNL C P.O. No. 1111		4233723 92470954 041294	1- IBM PC XT System consisting of: -IBM PC XT; 512K; 20M; 1-360k -Entre tri-color monitor -color/graphics card -Microline 1931 printer -IBM 6' Cable	
(Attach All Vendor Invoices) Schedule <b>Total</b>				

MARYLAND NATIONAL LEASING CORPORATION  
 SCHEDULE OF EQUIPMENT

Lessee: Robintech Incorporated

Attached to Bill of Sale dated \_\_\_\_\_ 19\_\_\_\_  
 and/or \_\_\_\_\_  
 Equipment Schedule No. B-4

Page No. 1 of 2 total pages  
 Approved by [Signature]  
 (Lessee to Initial each page)  
 Equipment located at: General Indicator Corporation  
 2701 International Lane  
 Street No. \_\_\_\_\_  
 Madison, \_\_\_\_\_ Dane \_\_\_\_\_ WI \_\_\_\_\_  
 City County State Zip  
 53704

800-510-325

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
International Business Machines Corporation 3113 W. Beltline Highway Madison, WI 53713 Invoice No. E5G3431 P.O. No. 1167	3196-B10	B9348 B9431 B9434 B9159	4- IBM Display Stations	
Invoice No. E5G3431 P.O. No. 1167	3196-A10	B9391 B9400	2- IBM Display Stations	
Invoice No. E5G3362 P.O. No. 1164	3179-200	352X88BN481	1- IBM Display Station	

(Attach All Vendor Invoices) Page Total

MARYLAND NATIONAL LEASING CORPORATION  
 SCHEDULE OF EQUIPMENT

Lessee: Robintech Incorporated

Page No. 2 of 2 total pages

Approved by [Signature]

(Lessee to initial each page)

Equipment located at: General Indicator Corporation (Kojux)

1100 South Main Street

Street No. Kokomo Howard IN 46901

City Kokomo County Howard State IN Zip 46901

Attached to Bill of Sale dated 19

and/or B-4

Equipment Schedule No. B-4

BOOK 510 PAGE 320

Manufacturer and/or  
 Vendor Name & Invoice No.  
 International Business  
 Machines Corporation  
 3113 W. Beltline Highway  
 Madison, WI 53713

Invoice No. E5G3431

P.O. No. 1167

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
International Business Machines Corporation 3113 W. Beltline Highway Madison, WI 53713	3196-B10	B8764	1- IBM Display Station	

(Attach All Vendor Invoices) Schedule Total

Maryland National Leasing Corporation  
**SCHEDULE OF EQUIPMENT**  
 Robintech Incorporated

Attached to Bill of Sale dated \_\_\_\_\_ 19\_\_\_\_  
 and/or \_\_\_\_\_  
 Equipment Schedule No. B-5

Lessee:

Page No. 1 of 1 total pages  
 Approved by [Signature]  
 (Lessee to initial each page)  
 Equipment located at: Vega Precision Laboratories, Inc.  
 800 Follin Lane  
 Street No. \_\_\_\_\_  
 Vienna \_\_\_\_\_ Fairfax \_\_\_\_\_  
 City \_\_\_\_\_ County \_\_\_\_\_ State VA Zip 22180

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Saunders & Associates, Inc 7440 E. Karen Drive Scottsdale, AZ 85260  Invoice # 12992 P.O. # 2203	4250A		1 - Temperature Test Chamber Voltage: 115, Coolant: CO2 Includes Keypad & Display	
Thermotron Industries Inc. Subsidiary of Wehr Corp P.O. Box 92481 125 South Wacker Drive Chicago, IL 60675  Invoice # 074342 P.O. #1109	S4		1 - Thermotron Model S4 Environmental Test Chamber 240V 1 Phase 1 - 4" Access Port Substituted for Standard 2" Port 1 - Product Saver 012005	
<b>(Attach All Vendor Invoices)</b>				<b>Schedule Total</b>

MARYLAND NATIONAL LEASING CORPORATION  
 SCHEDULE OF EQUIPMENT

Lessee Robintech Incorporated

Attached to Bill of Sale dated \_\_\_\_\_, 19\_\_\_\_  
 and/or \_\_\_\_\_  
 Equipment Schedule No. B-6

Page No. 1 of 1 total pages  
 Approved by [Signature]  
 (Lessee to initial each page)  
 Equipment located at: General Indicator Corporation  
 413 South Main Street  
 Street No. \_\_\_\_\_  
 Pardeeville \_\_\_\_\_  
 City \_\_\_\_\_  
 Columbia \_\_\_\_\_  
 County \_\_\_\_\_  
 MI 53954  
 State \_\_\_\_\_  
 Zip \_\_\_\_\_

510 116328

Machine Tool Technologies  
 240 E. Lake Street 300B  
 Addison, IL 60101

Invoice # 001311  
 P.O. # 1169  
 Invoice # 001309  
 P.O. # 1169

Dake Group  
 724 Robbins Road  
 Grand Haven, MI 49417  
 Invoice No. 145246  
 P.O. No. 1172

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
	1025		1 - Dynabend Unicorn Single Axis Control System 105" Gauge Bar (Ship Date: Sept. 1, 1986)	
			Price includes the following: 10' LH Squaring Arm 48" Range Back Guage PC- 100 CNC Guage Control Overhead Light Ream Automatic Probe Guage Freight and Handling Charges	
	23-381	185414	1 - Dake Hydraulic, 50 ton, Double acting H- Frame Press	

(Attach All Vendor Invoices) Schedule Total

MARYLAND NATIONAL LEASING CORPORATION  
 SCHEDULE OF EQUIPMENT

Lessee: Robintech Incorporated

Attached to Bill of Sale dated \_\_\_\_\_  
 and/or \_\_\_\_\_ 19\_\_\_\_  
 Equipment Schedule No. B-7

Page No. 1 of 3 total pages  
 Approved by MFM

(Lessee to initial each page)

Equipment located at: General Indicator Corporation  
 2701 International Lane

Street No.

Madison

City

Dane

County

WI 53704

State Zip

Manufacturer and/or  
 Vendor Name & Invoice No.  
 Best Power Technology  
 P.O. Box 280  
 Necedah, WI 54646  
 Invoice No: 20573  
 MNLC P.O. No: 1174

Model  
 No.  
 F3KVA-B

Serial  
 No.  
 B861921

Description

1 - Uninterruptible Power System with:  
 1 - Line Cord  
 1 - Type 2 Receptacle Panel  
 Freight Charge

Invoice  
 Price

(Attach All Vendor Invoices)

Page Total

MARYLAND NATIONAL LEASING CORPORATION  
 SCHEDULE OF EQUIPMENT

Lessee: Robintech Incorporated

Attached to Bill of Sale dated \_\_\_\_\_, 19\_\_\_\_

and/or B-7  
 Equipment Schedule No. \_\_\_\_\_

Page No. 2 of 3 AR total pages  
 Approved by \_\_\_\_\_  
 (Lessee to Initial each page)  
 Equipment located at: Vega Precision Laboratories  
 800 Follin Lane  
 Street No. \_\_\_\_\_ Fairfax VA 22180  
 Vienna County State Zip  
 City

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
MBI Business Centers P.O. Box 15823 Baltimore, MD 21263 Invoice No: 016591 MNL C P.O. No: 2207		3847713	1 - MBI Color/Mono Board 1 - IBM Monochrome Monitor 1 - AST I/O Mini Card 1 - Maynard Internal 20MB Tape Back-Up 1 - IBM DOS 3.1 3 - Maynard Maynstream Data Cartridges 1 - NEC 3550 Printer 1 - MBI IBM Printer 6' Cable 1 - IBM PC/XT 512KB RAM, 20MB Drive, 360KB Drive and 1 Serial Port Delivery Charges	
Invoice No: 005273 MNL C P.O. No: 1112		5160089 5151001	1 - IBM 20MB XT 640K Single 360KB 130 1 - MBI Color/Mono Board 1 - IBM Monochrome Monitor Delivery Charge	
Tektronix, Inc. P.O. Box 371705M Pittsburgh, PA 15251 Invoice No: 31-C5QG-02 MNL C P.O. No: 2208	2465A	B013540	1 - Oscilloscope 1 - Option 09 CTT/Word Recognizer for above Transportation Services	
Invoice No: 31-C5QG-01 MNL C P.O. No: 2208		B026294	1 - K212 Portable Instrument Cart for above Transportation Services	
(Attach All Vendor Invoices)				Page Total

510 10330

510 331

MARYLAND NATIONAL LEASING CORPORATION  
 SCHEDULE OF EQUIPMENT

Lessee: Robintech Incorporated

Attached to Bill of Sale dated \_\_\_\_\_, 19\_\_

and/or \_\_\_\_\_, 19\_\_

Equipment Schedule No. B-7

Page No. 3 of 3 total pages  
 Approved by W. J. [Signature]  
 (Lessee to Initial Each page)  
 Equipment located at: Vega Precision Laboratories  
 800 Foltin Lane

Mailed to Secured Party

Street No. \_\_\_\_\_  
 Vienna \_\_\_\_\_  
 City \_\_\_\_\_  
 Fairfax \_\_\_\_\_  
 County \_\_\_\_\_  
 VA \_\_\_\_\_  
 State \_\_\_\_\_  
 22180 \_\_\_\_\_  
 Zip \_\_\_\_\_

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
MHP Machines, Inc. P.O. Box 143 Buffalo, NY 14225 Invoice No: HH 11-4102 MNL C P.O. No: 1113	71193		1 - Tool Probe	
Arjum Corporation 1931 Wright Circle Anaheim, CA 92806-6052 Invoice No: 23759 MNL C P.O. No: 2212		3480 905	1 - Adjustment to tool probe cost listed above, bringing original cost to \$2,695.00 Installation 1 - System 16 (Cat. No. ML410016) Logic Analyzer (includes 16 Bit Micro-Pod) 1 - Microprocessor Pod for Z80a Freight	
Advanced Computer Concepts, Inc. 1722 Wilson Blvd. Rosslyn, VA 22209 Invoice No: 45482 MNL C P.O. No: 2205		5160-2082533 (CPU) 41249229 (Monitor)	1 - IBM PC XT, 640K, 20MG Hard Disk, 1 Floppy Drive, Paradise Color/Mono Card, AST Input, Output Mini Board, Magnavox Color Monitor, Monitor Adaptor, Power Cables PAGE TOTAL	
			(Attach All Vendor Invoices) Schedule Total	

RETURN TO:

PERPETUAL SAVINGS BANK, F.S.B.  
ATTN: LINDA BEILFUSS  
1749 Old Meadow Road  
McLean, Virginia 22102

BOOK 510 PAGE 332

(DISC: PALINC)  
File No. 10592-085(3)

200001

TO: \_\_\_\_\_ Financing Records, State Department of Assessments  
and Taxation

XXX

\_\_\_\_\_ Financing Records, Circuit Court of Anne Arundel  
County, Maryland

\_\_\_\_\_ Land Records, Circuit Court of Anne Arundel County,  
Maryland

-----  
NOT SUBJECT TO RECORDATION TAX

THE APPROPRIATE AMOUNT OF RECORDATION TAXES, IF ANY, HAS 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 AND PREMISES HEREINBELOW DESCRIBED IS LOCATED AND GIVEN AS SECURITY IN CONNECTION WITH THE SAME LOAN.

AMENDED FINANCING STATEMENT

RECORD FEE 26.00  
POSTAGE .50  
#03430 0040 R01 112539  
APR 3 87

THIS FINANCING STATEMENT, dated the 31st day of March, 1987, is presented for filing pursuant to the Uniform Commercial Code of the State of Maryland.

1. Debtor's name and address:

Lincoln Park Limited Partnership  
3452 Constellation Drive  
Davidsonville, Maryland 21035

2. Secured Party's name and address:

Perpetual Savings Bank, F.S.B.  
(successor by change of name to  
Perpetual American Bank, F.S.B.)  
2034 Eisenhower Avenue  
Alexandria, Virginia 22314

3. This Financing Statement covers the following property to be utilized in the construction, use and occupancy of improvements on the land described in that certain deed of trust dated April 4, 1985 from the Debtor to Wendy R. Sharp and Richard S. Lawton, Trustees, for the benefit of the Secured Party, recorded among the land records of Anne Arundel County, Maryland, in Liber EAC 3870 at folio 850, as amended by Modification Agreement - Deed of Trust of even date:

A. All of the appliances, fixtures, equipment, building materials and personal property now or hereafter owned by the Debtor and located on the premises described below, whether or not incorporated in the improvements constructed thereon, and necessary to the construction, use and occupancy thereof, including, without limitation, all machinery, engines, furnaces,

2603

T.B.

laundry equipment, tanks, dynamos, motors, generators, switchboards, electrical equipment, heating, cooling, ventilating, air conditioning, lighting, incinerating and plumbing apparatus, compressors, elevators, escalators, shades, draperies, brackets, electric lights, beds and dressers, gas and electric equipment, fire prevention and extinguishing apparatus, plumbing fixtures, vacuum cleaners and vacuum cleaning systems, floor cleaning, waxing and polishing apparatus, mirrors, lamps, ornaments, rugs, and other floor covering, refrigerating and cooling apparatus and equipment, typewriters, office and accounting equipment, safes, cabinets, lockers, shelving, tools, spotlight equipment and uniforms, awnings, blinds, refrigerators, ranges, and ovens, garbage disposals, dishwashers, mantles and lobby furnishings and fixtures and wallcoverings, and any and all such property which is at any time hereafter installed in, affixed to, placed upon or used in connection with the land and premises described in Exhibit "A" attached hereto, and all replacements thereof, additions thereto and substitutions therefor, except that the foregoing shall not apply to any such items which are owned by any tenant or tenants occupying the improvements erected on the land; and

- B. All awards and other payments in respect of any taking (as described in section 9 of the deed of trust) and all insurance proceeds (as described in section 11.3 of the 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 deed of trust; and
- C. All of the Debtor's rights, title and interest, as landlord in and to all leases of all or part of the premises now existing or at any time hereafter made, and in any and all amendments, modifications, supplements, renewals and extensions thereof (all of such leases being referred to as the "leases"), together with all rents, security deposits, revenues, earnings, profits and income (including, without limitation, advance rental payments, payments incident to any assignment, sublease or surrender of the leases, claims for forfeited deposits and claims for damages) now due or hereafter to become due with respect to the leases by reason of renting, leasing, bailment, operation or management of the improvements, fixtures and chattels; and
- D. All of the Debtor's right, title and interest in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, surveys, plats, permits and the like, and all sewer taps, permits and allocations, agreements for utilities, bonds, sureties and the like relating to the land or the improvements or appurtenant facilities erected or to be erected upon or about the land; and

- E. All proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims; and
  - F. All earnings, revenues, rents, issues, profits, avails and other income of and from the land or the improvements, and all undisbursed proceeds of the loan secured by the deed of trust; and
  - G. All of the Debtor's rights, options, powers and privileges (but not the burdens and obligations) in and to all contracts for the operation and maintenance of the land and the improvements and contracts for the provision of services to the land and the improvements (including, without limitation, contracts dealing with maintaining heating and air conditioning systems, elevators and the like); and
  - H. All of the Debtor's rights, title, and interest in and to all monies deposited in accounts with the Secured Party.
- 4. Said deed of trust secures an obligation of the Debtor to the Secured Party in the original principal sum of \$1,189,590.15, which obligation has a maturity date described in the note secured by the deed of trust.
  - 5. Proceeds of the collateral (including insurance proceeds) are also covered.
  - 6. The real property covered by the aforesaid deed of trust is owned by the Debtor and is more particularly described in "Exhibit A" attached hereto and made a part hereof, and said deed of trust creates the security interest in the collateral described above.

DEBTOR:

LINCOLN PARK LIMITED  
PARTNERSHIP

By: Josephine Lucente  
Josephine Lucente  
General Partner

SECURED PARTY:

PERPETUAL SAVINGS BANK,  
F.S.B.

By: Ralph G. Falcone  
Ralph G. Falcone  
Assistant Vice President

"EXHIBIT A"

DESCRIPTION OF 2.453 AC±  
PART OF THE ROBERT A. WOLFE AND NANCY C. WOLFE PROPERTY  
CHINQUAPIN ROUND ROAD AND LINCOLN DRIVE  
6TH TAX DISTRICT, ANNAPOLIS  
ANNE ARUNDEL COUNTY, MARYLAND

BOOK 510 PAGE 335

BEGINNING for the same at a concrete monument found at the beginning of the South 32° 12' 40" West 41.35' line of Parcel #1 of the conveyance by Robert A. Wolfe, and wife, to Robert A. Wolfe, and wife, by deed dated April 20, 1979 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3193 Folio 191; thence leaving said point of beginning, so fixed, running with said line of said conveyance;

South 32° 12' 40" West 41.35';

to an iron pipe there found, thence running with part of the South 32° 12' 40" West 150.35' line of said Parcel #1, continuing still,

South 32° 12' 40" West 100.11',

to an x cut in concrete at the end of the South 68° 16' 00" East 316.40' line of the conveyance by The Jem Corporation to Robert A. Wolfe, and wife, by deed dated March 1, 1973 and recorded in Liber 2567 Folio 27; thence leaving the outline and running through a part of the said Parcel #1 and running reversely with a part of said South 68° 16' 00" East 316.40' line of said conveyance,

North 68° 16' 00" West 303.98';

to intersect the North 01° 06' 20" West 98.88' line of the conveyance by Robert A. Wolfe, and wife, to the Mayor and Aldermen of the City of Annapolis by deed dated July 22, 1971 and recorded in Liber 2439 Folio 575, thence leaving said conveyance by The Jem Corporation

PAGE TWO

BOOK 510 PAGE 336

to Robert A. Wolfe, and running with the lines of said conveyance to the Mayor and Aldermen of the City of Annapolis with the easternmost right-of-way lines of Chinquapin Round Road as shown on City of Annapolis Right of Way Acquisition Plat No. 321,

North  $01^{\circ} 07' 30''$  East 79.36',

thence running with a curve to the left having a radius of 730.00' and an arc of 104.79', on a chord,

North  $02^{\circ} 59' 15''$  West 104.70',

thence running,

North  $07^{\circ} 06' 00''$  West 69.51' and

North  $38^{\circ} 46' 00''$  East 22.20',

to intersect with the southernmost side of Lincoln Drive (50' wide) and the North  $84^{\circ} 42' 00''$  East 47.14' line as shown on the plat of Lincoln Park filed among the Plat Records of Anne Arundel County, Maryland in Plat Book 36 Page 24, thence leaving said Chinquapin Round Road and said conveyance to the City of Annapolis and running with said side of Lincoln Drive as shown on said plat,

North  $84^{\circ} 42' 00''$  East 38.56',

to a p.k. nail set,

thence running with a curve to the right having a radius of 178.80' and an arc of 84.36', on a chord,

South  $81^{\circ} 47' 00''$  East 83.58',

to a p.k. nail set,

to intersect the South  $68^{\circ} 16'$  East 502.33 foot line of said Parcel #1 of said conveyance to Robert A. Wolfe, thence running with a part of said line,

South  $68^{\circ} 16' 00''$  East 300.03',

to a p.k. nail set at the end of the North  $21^{\circ} 41' 50''$  East 146.10' line of Parcel #1 of the conveyance from Robert A. Wolfe, and wife, to Frederick C. Wagner, Jr., and Frederick C. Wagner, Sr., by deed dated July 12, 1983 and recorded in Liber 3609 Folio 752,

BOOK 510 PAGE 337

PAGE THREE

thence leaving said Lincoln Drive and running reversely with the lines of said conveyance;

South 21° 41' 50" West 146.10', and

South 53° 28' 20" East 13.15',

to the place of beginning.

BEING a part of said conveyance by Robert A. Wolfe and Nancy G. Wolfe, his wife, as Tenants by the Entireties to Robert A. Wolfe and Nancy G. Wolfe as Tenants in Common by deed dated April 20, 1979 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3193 Folio 191.

RETURN TO:

PERPETUAL SAVINGS BANK, F.S.B.  
ATTN: LINDA BEILFUSS  
1749 Old Meadow Road  
McLean, Virginia 22102

(DISC: PALINC)  
File No. 10592-085(4)

BOOK 510 PAGE 338

TO: \_\_\_\_\_ Financing Records, State Department of Assessments  
and Taxation  
  
XXX \_\_\_\_\_ Financing Records, Circuit Court of Anne Arundel  
County, Maryland  
  
\_\_\_\_\_ Land Records, Circuit Court of Anne Arundel County,  
Maryland

-----  
NOT SUBJECT TO RECORDATION TAX

THE APPROPRIATE AMOUNT OF RECORDATION TAXES, IF ANY, HAS 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 AND PREMISES HEREINBELOW DESCRIBED IS LOCATED AND GIVEN AS SECURITY IN CONNECTION WITH THE SAME LOAN.

RECORD FEE 26.00  
POSTAGE .50  
#03431 0040 #01 112:40  
APR 3 87

AMENDED FINANCING STATEMENT

T.B.

THIS FINANCING STATEMENT, dated the 31st day of March, 1987, is presented for filing pursuant to the Uniform Commercial Code of the State of Maryland.

1. Debtor's name and address:

Lincoln Park Limited Partnership  
3452 Constellation Drive  
Davidsonville, Maryland 21035

2. Secured Party's name and address:

Perpetual Savings Bank, F.S.B.  
(successor by change of name to  
Perpetual American Bank, F.S.B.)  
2034 Eisenhower Avenue  
Alexandria, Virginia 22314

3. This Financing Statement covers the following property to be utilized in the construction, use and occupancy of improvements on the land described in that certain deed of trust dated April 4, 1985 from the Debtor to Wendy R. Sharp and Richard S. Lawton, Trustees, for the benefit of the Secured Party, recorded among the land records of Anne Arundel County, Maryland, in Liber EAC 3870 at folio 873, as amended by Modification Agreement - Deed of Trust of even date:

A. All of the appliances, fixtures, equipment, building materials and personal property now or hereafter owned by the Debtor and located on the premises described below, whether or not incorporated in the improvements constructed thereon, and necessary to the construction, use

26<sup>1</sup>/<sub>2</sub>



and occupancy thereof, including, without limitation, all machinery, engines, furnaces, laundry equipment, tanks, dynamos, motors, generators, switchboards, electrical equipment, heating, cooling, ventilating, air conditioning, lighting, incinerating and plumbing apparatus, compressors, elevators, escalators, shades, draperies, brackets, electric lights, beds and dressers, gas and electric equipment, fire prevention and extinguishing apparatus, plumbing fixtures, vacuum cleaners and vacuum cleaning systems, floor cleaning, waxing and polishing apparatus, mirrors, lamps, ornaments, rugs, and other floor covering, refrigerating and cooling apparatus and equipment, typewriters, office and accounting equipment, safes, cabinets, lockers, shelving, tools, spotlight equipment and uniforms, awnings, blinds, refrigerators, ranges, and ovens, garbage disposals, dishwashers, mantles and lobby furnishings and fixtures and wallcoverings, and any and all such property which is at any time hereafter installed in, affixed to, placed upon or used in connection with the land and premises described in Exhibit "A" attached hereto, and all replacements thereof, additions thereto and substitutions therefor, except that the foregoing shall not apply to any such items which are owned by any tenant or tenants occupying the improvements erected on the land; and

- B. All awards and other payments in respect of any taking (as described in section 9 of the deed of trust) and all insurance proceeds (as described in section 11.3 of the 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 deed of trust; and
- C. All of the Debtor's rights, title and interest, as landlord in and to all leases of all or part of the premises now existing or at any time hereafter made, and in any and all amendments, modifications, supplements, renewals and extensions thereof (all of such leases being referred to as the "leases"), together with all rents, security deposits, revenues, earnings, profits and income (including, without limitation, advance rental payments, payments incident to any assignment, sublease or surrender of the leases, claims for forfeited deposits and claims for damages) now due or hereafter to become due with respect to the leases by reason of renting, leasing, bailment, operation or management of the improvements, fixtures and chattels; and
- D. All of the Debtor's right, title and interest in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, surveys, plats, permits and the like, and all sewer taps, permits and allocations, agreements for utilities, bonds, sureties and the like relating to the land or the improvements or

- appurtenant facilities erected or to be erected upon or about the land; and
- E. All proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims; and
  - F. All earnings, revenues, rents, issues, profits, avails and other income of and from the land or the improvements, and all undisbursed proceeds of the loan secured by the deed of trust; and
  - G. All of the Debtor's rights, options, powers and privileges (but not the burdens and obligations) in and to all contracts for the operation and maintenance of the land and the improvements and contracts for the provision of services to the land and the improvements (including, without limitation, contracts dealing with maintaining heating and air conditioning systems, elevators and the like); and
  - H. All of the Debtor's rights, title, and interest in and to all monies deposited in accounts with the Secured Party.
- 4. Said deed of trust secures an obligation of the Debtor to the Secured Party in the original principal sum of \$155,163.90, which obligation has a maturity date described in the note secured by the deed of trust.
  - 5. Proceeds of the collateral (including insurance proceeds) are also covered.
  - 6. The real property covered by the aforesaid deed of trust is owned by the Debtor and is more particularly described in "Exhibit A" attached hereto and made a part hereof, and said deed of trust creates the security interest in the collateral described above.

DEBTOR:

LINCOLN PARK LIMITED  
PARTNERSHIP

By: Josephine Lucente

Josephine Lucente  
General Partner

SECURED PARTY:

PERPETUAL SAVINGS BANK,  
F.S.B.

By: Ralph G. Falcone

Ralph G. Falcone  
Assistant Vice President

"EXHIBIT A"

BOOK 510 PAGE 341

DESCRIPTION OF 2.453 AC±  
PART OF THE ROBERT A. WOLFE AND NANCY C. WOLFE PROPERTY  
CHINQUAPIN ROUND ROAD AND LINCOLN DRIVE  
6TH TAX DISTRICT, ANNAPOLIS  
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a concrete monument found at the beginning of the South 32° 12' 40" West 41.35' line of Parcel #1 of the conveyance by Robert A. Wolfe, and wife, to Robert A. Wolfe, and wife, by deed dated April 20, 1979 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3193 Folio 191; thence leaving said point of beginning, so fixed, running with said line of said conveyance;

South 32° 12' 40" West 41.35';

to an iron pipe there found, thence running with part of the South 32° 12' 40" West 150.35' line of said Parcel #1, continuing still,

South 32° 12' 40" West 100.11',

to an x cut in concrete at the end of the South 68° 16' 00" East 316.40' line of the conveyance by The Jem Corporation to Robert A. Wolfe, and wife, by deed dated March 1, 1973 and recorded in Liber 2567 Folio 27; thence leaving the outline and running through a part of the said Parcel #1 and running reversely with a part of said South 68° 16' 00" East 316.40' line of said conveyance,

North 68° 16' 00" West 303.98';

to intersect the North 01° 06' 20" West 98.88' line of the conveyance by Robert A. Wolfe, and wife, to the Mayor and Aldermen of the City of Annapolis by deed dated July 22, 1971 and recorded in Liber 2439 Folio 575, thence leaving said conveyance by The Jem Corporation

PAGE TWO

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North  $01^{\circ} 07' 30''$  East 79.36',

thence running with a curve to the left having a radius of 730.00' and an arc of 104.79', on a chord,

North  $02^{\circ} 59' 15''$  West 104.70',

thence running,

North  $07^{\circ} 06' 00''$  West 69.51' and

North  $38^{\circ} 46' 00''$  East 22.20',

to intersect with the southernmost side of Lincoln Drive (50' wide) and the North  $84^{\circ} 42' 00''$  East 47.14' line as shown on the plat of Lincoln Park filed among the Plat Records of Anne Arundel County, Maryland in Plat Book 36 Page 24, thence leaving said Chinquapin Round Road and said conveyance to the City of Annapolis and running with said side of Lincoln Drive as shown on said plat,

North  $84^{\circ} 42' 00''$  East 38.56',

to a p.k. nail set,

thence running with a curve to the right having a radius of 178.80' and an arc of 84.36', on a chord,

South  $81^{\circ} 47' 00''$  East 83.58',

to a p.k. nail set,

to intersect the South  $68^{\circ} 16'$  East 502.33 foot line of said Parcel #1 of said conveyance to Robert A. Wolfe, thence running with a part of said line,

South  $68^{\circ} 16' 00''$  East 300.03',

to a p.k. nail set at the end of the North  $21^{\circ} 41' 50''$  East 146.10' line of Parcel #1 of the conveyance from Robert A. Wolfe, and wife, to Frederick C. Wagner, Jr., and Frederick C. Wagner, Sr., by deed dated July 12, 1983 and recorded in Liber 3609 Folio 752,

PAGE THREE

thence leaving said Lincoln Drive and running reversely with the lines of said conveyance;  
South 21° 41' 50" West 146.10', and  
South 53° 28' 20" East 13.15',  
to the place of beginning.

BEING a part of said conveyance by Robert A. Wolfe and Nancy G. Wolfe, his wife,  
as Tenants by the Entireties to Robert A. Wolfe and Nancy G. Wolfe as Tenants in Common  
by deed dated April 20, 1979 and recorded among the Land Records of Anne Arundel County,  
Maryland in Liber 3193 Folio 191.

Mailed to Secured Party

196130

BOOK 510 PAGE 311

200900

D-2  
9358.2.04

To Be Recorded In  
the Financing Statement  
Records of Anne Arundel County

Not Subject To  
Recordation Tax

The appropriate amount of documentary stamps are affixed to certain Deeds of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security for the same indebtedness.

FINANCING STATEMENT

This Financing Statement dated March 31, 1987, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE  
STATE  
MAY 7 1987  
T.B.

1. Debtor:

RIDGEVIEW ASSOCIATES  
LIMITED PARTNERSHIP,  
a Maryland limited  
partnership

Address:

c/o Ernest J. Litty, Jr.  
1021 Dorsey Road  
Glen Burnie, Maryland 21061

2. Secured Party:

UNUM LIFE INSURANCE COMPANY  
OF AMERICA, a Maine  
corporation

2211 Congress Street  
Portland, Maine 04122  
Attn: Mortgage Administration

3. This Financing Statement Covers:

a) All fixtures, fittings, furnishings, appliances, apparatus, goods, equipment, and machinery, including, without limitation, all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, ovens, elevators and motors, escalators, bathtubs, sinks, water closets, basins,

26-  
50

pipes, faucets and other ventilating and air-conditioning, plumbing, lighting and heating fixtures, mirrors, mantles, refrigerating plants, refrigerators, iceboxes, dishwashers, carpeting, floor coverings, furniture, laundry equipment, cooking apparatus and appurtenances, washing machines, dryers, trash compactors, TV antennas, phone systems, incinerators, trash receptacles, drop ceilings, brackets and appurtenances, sprinklers and fire extinguishing systems, smoke detectors and other fire alarm devices, door bell and alarm systems, screens, awnings, doors, storm and other detachable doors and windows, built-in cases, counters, trees, hardy shrubs and perennial flowers, interior and exterior cleaning, plowing, lawn care, maintenance and repair machinery, vehicles or equipment, and all building material, supplies, and equipment now or hereafter delivered to the property and installed or used or intended to be installed or used therein; all other fixtures and personal property of whatever kind and nature at present contained in or hereafter placed in any building standing on the property; such other goods, equipment, chattels and personal property as are usually furnished by landlords in letting premises of the character of the property; and all renewals or replacements thereof or articles in substitution therefor; and

b) All leases conditional sale agreements, chattel mortgages and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use,

such items, together with all deposits and payments made thereunder; and

c) All of Debtor's interests in personal property of any kind or nature whatsoever, whether tangible or intangible, not described in paragraphs (a) or (b) above, but which are or will be used in the construction of, placed upon, or are or will be derived from, related to or used in connection with the ownership, management, use, maintenance, or enjoyment of the property, including without limitation (i) all causes of action, judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the property or any part thereof under the power of eminent domain, or for any damage to the property; (ii) all insurance policies and proceeds therefrom covering the property; (iii) all blueprints, plans, maps, documents, books and records relating to the property; (iv) all contracts for utilities, services or materials relating to the property; (v) all deposits, letters of credit, performance bonds or other security given to any governmental agency in connection with any permit or approval relating to the property; and (vi) all monies on deposit for the payment of governmental impositions or insurance premiums relating to the property.

4. Proceeds of collateral are covered hereunder.

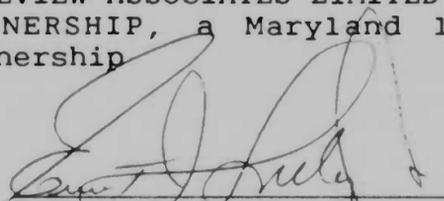
5. The aforesaid items are included as security under a Consolidated Deed of Trust pursuant to an Agreement of Confirmation, Consolidation and Modification of even date herewith given by Debtor to Shannon Dawson and Janice McCormick, Trustees, and recorded or intended to be recorded among the Land Records of

BOOK 510 PAGE 347

Anne Arundel County, Maryland, securing indebtedness owed by Debtor to UNUM Life Insurance Company of America.

6. The real estate consists of that certain parcel of land containing 22.857 + acres and the improvements thereon located at the intersection of Maryland Route 175 and Rockenbach Road, Anne Arundel County, Maryland, and more particularly described in Exhibit A attached hereto.

Debtor: RIDGEVIEW ASSOCIATES LIMITED  
PARTNERSHIP, a Maryland limited  
partnership

By:   
Ernest J. Litty, Jr.,  
General Partner

To The Filing Officer: After this statement has been recorded, please mail the same to Donald L. Bradfield, Esquire, Semmes, Bowen & Semmes, 250 West Pratt Street, Baltimore, Maryland 21201.

*Return to:*  
MONUMENTAL TITLE CORPORATION  
MONUMENTAL TITLE BUILDING  
SEVERNA PARK, MARYLAND 21146

EXHIBIT A

BOOK 510 PAGE 348

BEGINNING FOR THE SAME on the southwest side of Jessup Road, Maryland Route 175, at a point marking the end of the North 55 42' 40" West 825.33 foot line of the land conveyed by Joseph Schwartz and William E. Dixon to Reliable Contracting Company Inc., Profit Sharing Fund, by deed dated December 23, 1974 and recorded among the land records of Anne Arundel County, Maryland in Liber 2728, Page 201; said point of beginning also marks the northern most corner of the "Outline Plat-Land of Reliable Construction Company Profit Sharing Fund" as prepared by Anarex, Inc. and dated December 1983; thence leaving said point of beginning, and running with and binding along a part of said line and along said road, with bearings corrected to meet present survey, and said plat reversely,

- 1) South 53 35' 39" East 380.25 feet to a point; thence continuing along said road as shown on State Highway Administration drawing number 44942
- 2) South 36 55' 14" West 45.00 feet; thence
- 3) South 54 30' 40" East 200.06 feet; thence
- 4) South 44 32' 54" East 202.24 feet; thence
- 5) South 54 17' 33" East 245.75 feet to a point; thence leaving said road
- 6) South 36 16' 42" West 145.38 feet; thence
- 7) South 51 18' 25" East 200.00 feet to a point on the northwest side of Rockenbach Road; thence running with and binding thereon
- 8) South 35 48' 37" West 113.00 feet; thence
- 9) Southwesterly 593.36 feet along the arc of a curve deflecting to the right having a radius of 3,185.00 feet a chord bearing and distance of South 44 43' 03" West 592.51 feet to the southwest corner of Lot 2 as shown on minor subdivision plat as recorded in liber 3845, folio 572 in the land records of Anne Arundel County, Maryland; thence
- 10) North 51 13' 58" West 1,223.38 feet to a point; thence
- 11) North 41 43' 52" East 876.61 feet to the point of beginning. Containing in all 23.86 acres of land, more or less.

Saving and excepting from the conveyance the hereinafter described parcel of land known as Lot 2 of a minor subdivision entitled "Ridgeview Plaza Kinder Care" recorded in 3845/572 and more particularly described as follows:

EXHIBIT A (cont'd)

----- BEGINNING FOR THE SAME on the north right of way of Maryland Route 713 at the southwest corner of the above described 23.86 acre tract as recorded among the land records of Anne Arundel County, Maryland in Liber 2728, Folio 201 being the southwest corner of this tract; thence binding on the southwest line of said 23.86 acre tract

- 1) North 51 13' 58" West 200.00 feet to a point at the northwest corner of this tract; thence leaving said line and running through said 23.86 acre tract the following two courses and distances
- 2) North 48 04' 41" East 220.00 feet to the northeast corner of this tract; thence
- 3) South 51 13' 19" East for 200.00 feet to a point on the northern right of way of Maryland Route 713 at the southeast corner of this tract; thence
- 4) binding on the north right of way of Maryland Route 713 along a curve to the right having an arc length of 220.00 feet, a radius of 3185.00 feet and a chord bearing and distance of South 48 04' 33" West 219.96 feet to the point of beginning. Containing in all 43,690 square feet of land more or less.

Mailed to Secured Party

BOOK 510 PAGE 350

200007

FINANCING STATEMENT

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

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust securing a debt in the aggregate principal amount of \$375,000.00 ---or so much thereof as may be advanced to which instrument all required documentary stamps have been affixed.

NAME OF DEBTOR: Francis E. Gardiner, Sr., & Francis E. Gardiner, Jr.  
ADDRESS: 2152C Defense Highway  
Crofton, Maryland 21114

RECORD FEE 12.00  
POSTAGE 50  
TOTAL DUES 112 115:15  
APR 3 97

NAME OF SECURED PARTY: THE FIRST NATIONAL BANK OF MARYLAND  
ADDRESS: BANC # 109-900  
P.O. Box 1596  
Baltimore, Maryland 21203

TB

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

A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtor and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all walks, fences, shrubbery, driveways, building materials, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Deed of Trust hereinafter mentioned; it being understood that all the aforesaid shall be deemed to be fixtures and part of the land herein described, but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness herein mentioned. The provisions here shall not apply to machinery apparatus, equipment fittings, fixtures and articles of personal property used in the business of Grantor or Grantor's leasees whether the same are annexed to the real estate or not, unless the same are also used in the operation of any building located thereon.

B. Proceeds of the above-described collateral.

12'  
150

C. All contract rights of and from the herein-described property or any part thereof.

D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real property described in the Deed of Trust heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of the eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon to the extent of all amounts which may be secured by said Deed of Trust at the date of receipt of any such award or payment by a secured party and the reasonable counsel fees, costs, and disbursements incurred by a secured party in connection with the collection of such award or payment.

2. The above described goods, property, interests and rights are located at, affixed to or relate to the property and the improvements now or hereafter existing thereon, being approximately 1.63 acres of ground more or less situated on Baldwin Avenue in the 7th Election District of Anne Arundel County, Maryland., and more fully described in and conveyed by Debtor to William E. Bozman and John W. McClean, Trustees, in that certain 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 of this secured transaction.

3. The maturity date of the obligation is May 1, 1997.

Dated: March 23, 1987.

DEBTOR SIGNATURE:

SECURED PARTY SIGNATURES:  
THE FIRST NATIONAL BANK OF MARYLAND

*Francis E. Gardiner, Sr.*  
Francis E. Gardiner, Sr.

by *Patricia A. Brien*  
Vice President

*Francis E. Gardiner, Jr.*  
Francis E. Gardiner, Jr.

Return to:  
The First National Bank of Maryland  
Commercial Real Estate Division  
BANC # 109-900 P.O. Box 1596  
Baltimore, Maryland 21203

Mail

500 510 352

200033

### 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)  
David Ruppert

Address(es)  
7 Cedar Point Road  
Severna Park, MD

21146  
RECORD FEE 11.00  
POSTAGE .50

6 Secured Party  
Maryland National Bank  
Attention: Lisa Keller

Address  
P.O. Box 871  
Annapolis, MD 21404

MD1488 C666 R01 114138

(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.

X David P. Ruppert (Seal)  
David Ruppert

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

Secured Party  
Maryland National Bank

Harrell D. Copeland, Jr. (Seal)  
Harrell D. Copeland, Jr.  
Assistant Vice President  
Type name and title

APR 3 27

T-B

MARYLAND NATIONAL BANK

1150

BOOK 510 PAGE 353

SCHEDULE A

All of the debtor's estate, right, title and interest as partner, in, to and under the partnership agreement, dated September 26, 1985, creating TIDECO Development Group.

Mail to

BOOK 510 PAGE 354

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) Maryland Pennysaver Group, Inc. 836 Ritchie Hwy, Suite 5 Severna Park, MD 21146	2. Secured Party(ies) and address(es) U.S. Concord, Inc. 40 Richards Ave. Norwalk, CT 06856	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
---	--	---

RECORD FEE 10.00  
POSTAGE .50  
MAY 01 066 AM 114:39

4. This statement refers to original Financing Statement bearing File No. 256436 Liber 484 pg 560  
Filed with Clerk of Circuit Court Anne Arundel County Date Filed April 29 1985

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

APR 3 1987

No. of additional Sheets presented:

Maryland Pennysaver Group, Inc. U.S. Concord, Inc.

By: [Signature] By: [Signature]

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<sup>00</sup> →

Mail to Secured Party



MARYLAND NATIONAL BANK  
We want you to grow.<sup>SM</sup>

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) Nor Lin Auto Parts, Inc. Address(es) 460 Camp Meade Road  
Linthicum, Maryland 21090

RECORD FEE 11.00  
POSTAGE .50

6. Secured Party Maryland National Bank Address Collateral Unit  
P.O. Box 871 Annapolis, MD 21404  
Attention Lisa Keller

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.

Nor Lin Auto Parts, Inc.

John Kettelberger (Seal)  
John Kettelberger, President

\_\_\_\_ (Seal)

\_\_\_\_ (Seal)

\_\_\_\_ (Seal)

Secured Party  
Maryland National Bank

V. Ann Canty (Seal)  
V. Ann Canty, Assistant Vice President

Type name and title

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

11/50

Mailed to Secured Party

APR 3 1987  
T.B.

BOOK 510 PAGE 355

86-8917  
34643

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 250767  
RECORDED IN LIBER EAC 470 FOLIO 211 ON Feb 7, 1984 (DATE)

1. DEBTOR

Name Ronald P. & Arlene A. Rossi  
Address 1277 Lake Forest Drive, Davidsonville, MD 21035

2. SECURED PARTY

Name Second National Building & Loan, Inc.  
Address P. O. Box 2558, Salisbury, Maryland 21801-2558

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

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

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

RECORD FEE 10.00  
POSTAGE .50  
M33314 066 R01 T15:19  
APR 3 87

CR  
CLERK

Mailed to Secured Party

Second National Building & Loan, Inc.

Dated Mar 19 1986

DBailey  
(Signature of Secured Party)

Type or Print Above Name on Above Line

Debbie Bailey  
Assistant Vice President

BLUMENTHAL, WAYSON, DOWNS AND OFFUTT, P.A.  
BOX 833  
ANNAPOLIS, MARYLAND 21404-0368  
ATTN: DLS : BORROWER/SELLER Rossi  
86-8917

1050

BOOK 510 PAGE 357

PRINT OR TYPE ALL INFORMATION

200041

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

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.

Cunningham Excavating, Inc.  
1073 St. Stevens Church Road  
Crownsville, MD 21032

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Associates Commercial Corporation  
8002 Discovery Drive, #420  
Richmond, VA 23288

Name & address of Assignee

RECORD FEE 11.00  
POSTAGE .50  
#03541 0366 001 115-45  
APR 3 87

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 Komatsu Model D155A-1 Crawler Tractor SN/25409  
COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF.  
TRANSACTION EXEMPT FROM RECORDATION TAX

T.B.

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:

Cunningham Excavating, Inc.

Signature of Debtor if applicable (Date)

Associates Commercial Corporation

Signature of Secured Party if applicable (Date)

Mailed to Secured Party

BOOK 510 PAGE 358

2000 10

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

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.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Cunningham Sand and Gravel, Inc.  
1073 St. Stevens Church Road  
Crownsville, MD 21032

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Associates Commercial Corporation  
8002 Discovery Drive, #420  
Richmond, VA 23288

Name & address of Assignee

RECORD FEE 11.00  
POSTAGE .50  
#03542 0466 001 715-45  
APR 3 87

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

T.B.

Description of collateral covered by original financing statement

One Komatsu Model WA600 Wheel Loader SN/10154  
One Komatsu Model WA450 Wheel Loader SN/10285  
COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL 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:

Cunningham Sand and Gravel, Inc.  
Signature of Debtor if applicable (Date)  
*James [Signature]*

Associates Commercial Corporation  
Signature of Secured Party if applicable (Date)  
*Lugh M Wells*

1150

Mailed to Secured Party

BOOK 510 FILE 359

2000 11

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

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.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Cunningham Concrete, Inc.  
1073 St. Stevens Church Road  
Crownsville, MD 21032

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Associates Commercial Corporation  
8002 Discovery Drive, #420  
Richmond, VA 23288

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

RECORD FEE 11.00

POSTAGE .50

003543 COM MI 115496

APR 3 87

Description of collateral covered by original financing statement

One Komatsu Model D37P Crawler Tractor SN/1036  
One Blaw Knox Model PF180H Paver SN/18018-25

TRANSACTION EXEMPT FROM RECORDATION TAX

COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT EQUIPMENT AND ADDITIONS, AND ALL CHATTEL PAPER, ACCOUNTS, CONTRACT RIGHTS AND LEASES HERETOFORE OR HEREAFTER ARISING WITH RESPECT TO THE ABOVE COLLATERAL, AND ALL RENTAL PAYMENTS AND OTHER INCOME RELATING THERETO OR ARISING THEREFROM, AND ALL CASH AND NON CASH PROCEEDS THEREOF.

T.B.

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

Cunningham Concrete, Inc.

Signature of Debtor if applicable (Date)

Associates Commercial Corporation

Signature of Secured Party if applicable (Date)

1130

Mailed to Secured Party

PRINT OR TYPE ALL INFORMATION

510-330200315

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

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.

Cunningham Paving Company, Inc.  
1073 St. Stevens Church Road  
Crownsville, MD 21032

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Cunningham Concrete, Inc.  
1073 St. Stevens Church Road  
Crownsville, MD 21032

Name & address of Assignee

Associates Commercial Corporation  
8002 Discovery Drive, #420  
Richmond, VA 23288

RECORD FEE 11.00  
POSTAGE 1.00  
NOTED CALL FOR 11:45  
MFR 3 87  
T.B.

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 Komatsu Model D37P Crawler Tractor SN/1036  
One Blaw Knox Model PF180H Paver SN/18018-25  
COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL 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:

Cunningham Paving Company, Inc.  
Signature of Debtor if applicable (Date)

*James [Signature]*

Cunningham Concrete, Inc.  
Signature of Secured Party if applicable (Date)

*[Signature]*

153

Mailed to Secured Party

BOOK 510 PAGE 351

2860 13

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

1. <del>XXXXXXXXXX</del> Last Name First and Address(es) Lessee: Betty Brite Cleaners & Danilo L. Domingo & Elizabeth Domingo 337 Hospital Drive - S Glen Burnie, Md. 21061		2. <del>XXXXXXXXXX</del> Name(s) and Address(es) Lessor: <b>FIRST VALLEY LEASING, INC.</b> One Bethlehem Plaza Bethlehem, Pa. 18018		3. <input type="checkbox"/> The Debtor is a transmitting utility	
5. This Financing Statement covers the following types (or items) of property  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.  Misc. Dry-cleaning Equipment per attached UCC-5a <input type="checkbox"/> Products of the Collateral are also covered		6. Assignee(s) of Secured Party and Address(es)  T.B.		4. For Filing Officer: Date, Time, No - Filing Office  RECORD FEE 13.00 POSTAGE 50 MAY 15 0665 AM 11:42 APR 3 87	

8. Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records		9. Name of a Record Owner	
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <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		7. <input type="checkbox"/> The described crops are growing or to be grown on. <input type="checkbox"/> The described goods are or are to be affixed to. <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on. *(Describe Real Estate in Item 8.)	

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input checked="" type="checkbox"/> Lessee(s) and Lessor(s).	
By <u>Betty Brite Cleaners &amp; Danilo L. Domingo &amp; Elizabeth Domingo</u> <u>Danilo L. Domingo</u> Signature(s) of Debtor(s)	
By <u>FIRST VALLEY LEASING, INC.</u> <u>Patrick A. McSweeney</u> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked.)	

UNIFORM COMMERCIAL CODE ADDITIONAL SHEET UCC-5a 1) Page 1 of 1  
Important: Read Instructions on Back Before Filling Out Form Addition Sheets

2) LESSEE (Last name, first and address) Betty Brite Cleaners and Danilo L. Domingo and Elizabeth Domingo 337 Hospital Drive - S Glen Burnie, MD 21061	3) LESSOR names and address(es) FIRST VALLEY LEASING, INC. One Bethlehem Plaza Bethlehem, PA 18018	4) For Filing Officer:
---	---	------------------------

5) This Additional Sheet covers the following Additional Types (or Items) of Property:

Misc. Dry Cleaning Equipment

- 1 - White Conveyor, N-620, s/n 17977
- 1 - 5 HP Air Compressor, NSN
- 2 - Hi Steam Irons, NSN
- 1 - Cash Register, NSN
- 2 - Counter Hooks, NSN

200047

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 J. K. Produce, Inc.

Address Md. Wholesale Produce Market Jessup, MD 20794

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.

RECORD FEE 25.00  
POSTAGE 50  
0777 801 116-04  
APR 3 87

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

4. This financing statement covers the following types (or items) of property: (list)  
"All Goods, Chattels, Machinery, Equipment, Inventory, Accounts  
Chattel Paper, Notes, Contract Rights, Receivables, Accounts  
Receivable, General Intangibles, Furniture, Fixtures and  
Property of every kind and nature, wherever located now or  
hereafter belonging to Debtor or in which Debtor has described  
in attached entire Agreement and/or in any Schedule prepared in  
connection therewith. This Form and/or the attached Security  
Agreement and/or Schedule are being submitted for filing as a  
Financing Statement."

ASSIGNEE OF THE SECURED PARTY:  
Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

See attached for original signature  
(Signature of Debtor)

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

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

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

See attached for original signature  
(Signature of Secured Party)

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

25-50

Chesapeake Ford Truck Sales, **CONDITIONAL SALE CONTRACT NOTE** BOOK 510 FILE 354

TO: Inc. T/A Chesapeake Truck Sales ("Seller") FROM: J. K. Produce, Inc. ("Buyer")

8540 Pulaski Highway Baltimore, MD 21237 (Address of Seller) Md. Wholesale Produce Market Jessup, MD 20794 (Address of Buyer)

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

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):  
**One (1) 1986 Ford Model CF7000 Cab & Chassis W/22' Refer Body S/N 9BFP70P7GDM04337**

(1) TIME SALES PRICE .....	\$ 52,814.08
(2) Less DOWN PAYMENT IN CASH .....	\$ 8,500.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$	-0-
(4) CONTRACT PRICE (Time Balance) .....	\$ 44,314.08

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: Md. Wholesale Produce Market Jessup, MD 20794

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 four thousand three hundred fourteen and 08/100\*\*\*\*\* Dollars (\$ 44,314.08)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 11th day of April, 19 87, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 923.21 and the final installment being in the amount of \$ 923.21

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: March 10, 19 87  
Chesapeake Ford Truck Sales, Inc.

Accepted T/A Chesapeake Truck Sales (SEAL)  
(Print Name of Seller Here)

By: H. C. Meadows V.P.  
(Witness as to Buyer's and Co-Maker's Signature)

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

BUYER(S)-MAKERS(S):  
J. K. Produce, Inc. (SEAL)  
(Print Name of Buyer-Maker Here)

By: Joe Huang (V.P.)  
Co-Buyer-Maker (SEAL)  
(Print Name of Co-Buyer-Maker Here)

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

This instrument prepared by \_\_\_\_\_

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**TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)**

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

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

**GUARANTORS-ENDORSERS SIGN HERE:**

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

\_\_\_\_\_ (L.S.) \_\_\_\_\_ (L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)  
 \_\_\_\_\_ (L.S.) \_\_\_\_\_ (L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER**

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

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

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

Date: \_\_\_\_\_, 19\_\_\_\_ (Witness) \_\_\_\_\_ (Signature: Title of Officer, "Partner" or "Proprietor") (SEAL) } Signature of Seller  
 \_\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature)

Chesapeake Ford Truck Sales, **CONDITIONAL SALE CONTRACT NOTE**

TO: Inc. T/A Chesapeake Truck Sales FROM: J. K. Produce, Inc.  
(Address of Seller) (Buyer)  
8540 Pulaski Highway Baltimore, MD 21237 Md. Wholesale Produce Market Jessup, MD  
(Address of Seller) (Address of Buyer) 20794

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 CF7000 Cab & Chassis W/22' Refer Body S/N 9BFPH70P7GDM04337**

(1) TIME SALES PRICE .....	\$ 52,814.08
(2) Less DOWN PAYMENT IN CASH .....	\$ 8,500.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$	-0-
(4) CONTRACT PRICE (Time Balance) .....	\$ 44,314.08

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: Md. Wholesale Produce Market Jessup, MD 20794

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 four thousand three hundred fourteen and 08/100\*\*\*\*\***

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 11th day of April, 19 87, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 923.21 and the final installment being in the amount of \$ 923.21

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, reopment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

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

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

Date: March 10, 19 87  
Chesapeake Ford Truck Sales, Inc. (SEAL)

Accepted T/A Chesapeake Truck Sales (SEAL) J. K. Produce, Inc. (SEAL)  
(Print Name of Seller Here) (Print Name of Buyer-Maker Here)

By: H. C. Meadows V.P. By: Joe Kwany (V.P.)  
(Signature of Seller) (Signature of Buyer-Maker)

\_\_\_\_\_  
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)

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

This instrument prepared by \_\_\_\_\_

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BOOK 510 PAGE 357

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

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

GUARANTORS-ENDORSERS SIGN HERE:

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

\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
(Guarantor-Endorser) (Guarantor-Endorser)  
\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
(Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies 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\_\_\_\_\_  
By: \_\_\_\_\_ (SEAL) Signature of Seller  
(Signature Title of Officer, "Partner" or "Proprietor")

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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 March 10, 1987

between Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales as Seller-Lessor-Mortgagee and J. K. Produce, Inc. Md. Wholesale Produce Market Jessup, MD 20794 (Name) (Address)

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

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

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 44,314.08

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 10th day of March, 1987

Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales (SEAL)

By H. C. Weidner, J.P.

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

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 200013

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Palmer, David, M.  
Address 8034 Clark Station Rd., Severn, Maryland 21144

RECORD FEE 13.00  
FILING OFFICE 11/20/07  
APR 3 07

2. SECURED PARTY

Name Washington Freightliner, Inc.  
Address 201 Ritchie Road, Bldg.A, Capitol Heights, Maryland 20743  
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.

T.B.

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

4. This financing statement covers the following types (or items) of property: (list)  
"All Goods, Chattels, Machinery, Equipment, Inventory, Accounts Chattel Paper, Notes, Contract Rights, Receivables, Accounts Receivable, General Intangibles, Furniture, Fixtures and Property of every kind and nature, wherever located now or hereafter belonging to Debtor or in which Debtor has described in attached entire Agreement and/or in any Schedule prepared in connection therewith. This Form and/or the attached Security Agreement and/or Schedule are being submitted for filing 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)

See attached for original signature  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line  
\_\_\_\_\_  
(Signature of Debtor)

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

Washington Freightliner, Inc.  
See attached for original signature  
(Signature of Secured Party)

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

1350

CONDITIONAL SALE CONTRACT NOTE

BOOK 510 PAGE 370

TO: Washington Freightliner, Inc. FROM: David M. Palmer  
 201 Ritchie Road Bldg A, Capitol Heights, Md. 20743 8034 Clark Station Rd., Severn, Md. 21144

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

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):  One (1) 1978 Freightliner Tractor Model FLT8164T, S/N FLT8164T151936. One (1) 1983 Freightliner Tractor Model FLT8664T, S/N FLT8664T218877.  * Description of any Trade-In:	(1) CASH SALE PRICE	\$ 11,500.00
	(2) DOWN PAYMENT in Cash	\$ 1,150.00
	(3) DOWN PAYMENT in Goods* (Trade-in Allowance)	\$ - 0 -
	(4) UNPAID BALANCE [Items (1)-(2)-(3)]	\$ 10,350.00
	(5) INSURANCE and other Benefits	\$ - 0 -
	Types of coverage and benefits	\$ 150.00
	(6) OFFICIAL or DOCUMENTARY FEES	\$
	Describe and Itemize	\$ 10,500.00
	(7) PRINCIPAL UNPAID BALANCE [Items(4)+(5)+(6)]	\$ 1,670.64
	(8) FINANCE CHARGE (Time Price Differential)	\$ 12,170.64
(9) CONTRACT PRICE (Time Balance) [Items (7)+(8)]	\$ 13,320.64	
(10) TIME SALES PRICE [Items (2)+(3)+(9)]	\$	

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 8034 Clark Station Rd., Severn, Anne Arundel Co., Md. 21144

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 Twelve thousand one hundred seventy and 64/100 Dollars (\$ 12,170.64)

being the above indicated Contract Price (hereinafter called the "time balance") in 24 successive monthly installments, commencing on the 25th day of April, 19 87, and continuing on the same date each month thereafter until paid, the first 23 installments each being in the amount of \$ 507.11 and the final installment being in the amount of \$ 507.11 with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

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

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE  
 LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE  
 CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

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

Date: March 9, 19 87 BUYER(S)-MAKER(S):  
 Accepted: Washington Freightliner, Inc. (SEAL) David M. Palmer (SEAL)  
 (Print Name of Seller Here) (Print Name of Buyer-Maker Here)  
 By: [Signature] By: [Signature]  
 (Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)  
 (SEAL)  
 By: \_\_\_\_\_  
 (Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by \_\_\_\_\_

BOOK 510 PAGE 371

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 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 agreement, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

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

GUARANTORS-ENDORSERS SIGN HERE:

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

\_\_\_\_\_(Guarantor-Endorser)\_\_\_\_\_(L.S.) \_\_\_\_\_(Guarantor-Endorser)\_\_\_\_\_(L.S.)
\_\_\_\_\_(Guarantor-Endorser)\_\_\_\_\_(L.S.) \_\_\_\_\_(Guarantor-Endorser)\_\_\_\_\_(L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies thereon, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer thereon 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 claim 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: March 9, 19 87 Washington Freightliner, Inc. (SEAL) Signature of Seller
(Corporate, Partnership or Trade Name or Individual Signature)
By: (Signature, Title of Officer, "Partner" or "Proprietor")



BOOK 510 PAGE 372

200043

RECORD FEE 11.00  
MONTGOMERY COUNTY MD 21108  
APR 3 1987

T.B.

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ 6520.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR  
Estey Pool Supply, Inc.  
8651 Belair Road  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Baltimore, Maryland 21236  
 \_\_\_\_\_  
 \* (also filed in) \_\_\_\_\_

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
 Attn Mary Jane McDonough  
 \_\_\_\_\_  
 \_\_\_\_\_  
 40 West Chesapeake Avenue  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Lafayette Bldg. - Suite 308, Towson, MD  
 \_\_\_\_\_  
 21204

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

1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Borrower, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Borrower's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Borrower's now owned and hereafter acquired inventory, wherever located, including but not limited to raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, tradenames, licenses, patents and cash value of life insurance, all of which, including the above-described Equipment, Accounts Inventory, shall herein be called "Assets", (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Borrower's assets in which Bank has been or is hereafter granted a security interest under any security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into possession of Bank, as well as all proceeds and products thereof; (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

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

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

3.  Products of the collateral are also specifically covered

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

DEBTOR (OR ASSIGNOR)  
Estey Pool Supply, Inc. (Seal)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Joseph H. Tabeling, President  
 \_\_\_\_\_  
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)  
Estey Pool Supply, Inc. (Seal)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Shirley M. Tabeling, Secretary  
 \_\_\_\_\_  
 (Print or Type Name)

- \* Jumpers Hole Junction  
Pasadena, MD 21122
- \* 2101 Balto. Blvd.  
Finksburg, MD 21048

I CERTIFY UNDER THE PENALTY OF PERJURY THAT THE RECORDATION TAX IN THE AMOUNT OF \$ 65.20 WAS PAID TO \_\_\_\_\_ COUNTY ON 3-11-87  
 \_\_\_\_\_  
 AUTHORIZED SIGNATURE

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1 000000

BOOK 510 PAGE 373  
Identifying File No.

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

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

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

This financing statement Dated 2-25-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dennis M. Riordan  
Address 713 Tolbert Drive, Odenton, MD

RECORD FEE 11.00  
#03875 0777 R01 107:35  
APR 6 87

2. SECURED PARTY

Name Timber Ridge/Cypress Creek Limited Partnership  
Address c/o Artery Capital Group, 7200 Wisconsin Ave., Suite 1000,  
Bethesda, MD 20814

T.B.

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

3. Maturity date of obligation (if any) February 15, 1989

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

All of the Debtor's right, title and interest as a limited partner of Timber Ridge/Cypress Creek Limited Partnership, a Maryland limited partnership, to receive distributions, proceeds and returns of capital contributions.

"NOT SUBJECT TO RECORDATION TAX"

CHECK  THE LINES WHICH APPLY

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

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

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

Timber Ridge/Cypress Creek  
Limited Partnership

By: Artery Timber Ridge/Cypress Creek  
Limited Partnership, its General Partner

(Signature of Debtor)  
Dennis M. Riordan

Type or Print Above Name on Above Line

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

Jack I. Luria, Attorney-in-Fact

Type or Print Above Signature on Above Line

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

Jack I. Luria, as General Partner

Type or Print Above Signature on Above Line

11-

00

STATE OF MARYLAND

BOOK 510 PAGE 374

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 510 FOLIO 373 ON April 6 (DATE)

1. DEBTOR

Name Dennis M. Riordan  
Address 713 Tolbert Drive, Odenton, MD

RECORD FEE 10.00  
803576 0777 801 107.35  
APR 6 87

T.B

2. SECURED PARTY

Name Timber Ridge/Cypress Creek Limited Partnership  
Address c/o Artery Capital Group, 7200 Wisconsin Ave., Suite 1000,  
Bethesda, MD 20814

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

3. Maturity date of obligation (if any) February 15, 1989

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>The Society for Savings 31 Pratt Street Hartford, CT 06103</p>	

Timber Ridge/Cypress Creek Limited Partnership

By: Artery Timber Ridge/Cypress Creek Limited Partnership, its General Partner

Dated 2/25/87

By: [Signature]  
(Signature of Secured Party)  
Jack I. Luria, as General Partner  
Type or Print Above Name on Above Line

10-00

BOOK 510 PAGE 375

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. BK 506 Page No. 165  
Identification No. 265155 Dated 12/16/86

1. Debtor(s) { Clarence W. & Anna M. Anderson  
Name or Names—Print or Type  
302 Greenway S.E. 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:

RECORD FEE 13.00  
POSTAGE .50  
NOV 21 07 40  
APR 6 87

<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: FEB. 24 1987  
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)

113.50  
NAC  
2

510 370

CROSS INDEXED IN LARD RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. L 485 Page No. 552  
Identification No. 256888 Dated May 31, 1985

1. Debtor(s) { Craig M. & Helen S. Ebersole  
Name or Names—Print or Type  
301 Regency Cir. 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:

<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>

RECORD FEE 13.00  
POSTAGE 50  
MIDDLE CITY MD 21113  
APR 6 87

FEB 24 1987

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)

B13.30  
M.C.  
2

BOOK 510 PAGE 377

CROSS INDEXED IN LAND RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. L 443

Page No. 399

Identification No. 240295

Dated November 2, 1981

1. Debtor(s) { James O. Rooks & Hilda M. Rooks  
Name or Names—Print or Type  
203 E. Dedar Hill LA. Baltimore, MD 21225  
Address—Street No., City - County State Zip Code

2. Secured Party { Sears, Roebuck and Company  
Name or Names—Print or Type  
6901 Security Blvd. Baltimore, MD 21207  
Address—Street No., City - County State Zip Code

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

4. Check Applicable Statement:

RECORD FEE 13.00  
POSTAGE .50  
#03883 0777 801 707-40  
APR 6 87

<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: FEB. 16 1987

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)

AA 6  
2  
#13.8

CROSS INDEXED IN LAND RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. L 493

Page No. 9

Identification No. 259709

Dated 12/24/85

1. Debtor(s) { Kevin L. & Robin L. Purkey  
Name or Names—Print or Type  
1914 Dumbarton Rd. Glen Burnie, MD 21061  
Address—Street No., City - County State Zip Code

2. Secured Party { Sears, Roebuck and Company  
Name or Names—Print or Type  
6901 Security Blvd. Baltimore, MD 21207  
Address—Street No., City - County State Zip Code

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

4. Check Applicable Statement:



RECORD FEE 13.00  
POSTAGE .50

APR 6 87

<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"/> X</p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">TERMINATION</p>

Dated: MAR. 03 1987

Sears, Roebuck and Co.

Name of Secured Party

[Signature]  
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr

Type or Print (Include Title if Company)

1350

200051

TO BE } **CROSS INDEX** }  SUBJECT TO } RECORDING TAX  
 NOT TO BE } **[REDACTED] IN** }  NOT SUBJECT TO } ON PRINCIPAL  
 LAND RECORDS } } AMOUNT OF  
 \$ \_\_\_\_\_

**FINANCING STATEMENT**

VIVIAN A. DAWSON  
 Name or Names—Print or Type  
712 DELMAR RD GLEN BURNIE, MD 21061  
 Address—Street No., City - County State Zip Code

1. Debtor(s):

Name or Names—Print or Type  
 Address—Street No., City - County State Zip Code

2. Secured Party:

Sears Roebuck and 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). Installed kitchen cabinets, custom countertop and related appliances and kitchen items.

4. If above described personal property is to be affixed to real property, describe real property.  
Residential Dwelling at: - 712 Delmar Rd  
Glen Burnie, Md. 21061

5. If collateral is crops, describe real estate.

RECORD FEE 13.00  
 POSTAGE .50

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

SECURED PARTY:

803585 0777 801 107:44  
 APR 6 87

Vivian A. Dawson  
 (Signature of Debtor)

Sears, Roebuck and Company

VIVIAN A. DAWSON  
 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)

**MAIL TO:** TO THE FILING OFFICER: After this statement has been recorded please mail the same to:  
 Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

\$13.50  
 A.A. Co.  
 1.

266353

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):

MICHAEL G. GRAZIANO  
Name or Names—Print or Type  
8222 Branfield Dr Severn MD 21144  
Address—Street No., City - County State Zip Code

ADRIA J. GRAZIANO  
Name or Names—Print or Type  
8222 GRAINFIELD DR SEVERN, MD.  
Address—Street No., City - County State Zip Code

2. Secured Party:

SEARS  
Name or Names—Print or Type  
6650 Ritchie Hwy Beltsville 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).

Custom draperies

RECORD FEE 15.00  
 POSTAGE .50  
 005386 077 001 107-45  
 APR 6 87

4. If above described personal property is to be affixed to real property, describe real property.

8222 GRAINFIELD DR 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:

Michael G. Graziano  
 (Signature of Debtor)  
 MICHAEL G. GRAZIANO  
 Type or Print  
 Adria J. Graziano  
 (Signature of Debtor)  
 ADRIA J. GRAZIANO  
 Type or Print

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)

**MAIL TO:** After this statement has been recorded please mail the same to:  
 6901 Security Blvd., Baltimore, Maryland 21207  
 Name and Address

#15.50  
AA Co.  
2

200053

TO BE  
 NOT TO BE

**CROSS INDEX**  
IN  
LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ \_\_\_\_\_

**FINANCING STATEMENT**

1. Debtor(s):

GEORGE V. HOFMEISTER  
Name or Names—Print or Type

143 RIVIERA DR. PASADENA, MD. 2122  
Address—Street No., City - County State Zip Code

ROSEMARY E. GELTO  
Name or Names—Print or Type

ANGELA G. HOFMEISTER  
Name or Names—Print or Type

143 RIVIERA DR. PASADENA, MD. 2122  
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) (12) Installed rep. windows, steel entry door & storm door.

RECORD FEE 17.00  
POSTAGE .50  
REGISTER WITH 001 107146  
APR 6 87

4. If above described personal property is to be affixed to real property, describe real property.  
Residential Dwelling @ 143 Riviera Drive, Pasadena, Md. 2122

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:

George V. Hofmeister  
Signature HOFMEISTER

Rosemary E. Gelto  
Spe or GELTO

Angela G. Hofmeister  
(Signature of Debtor)

ANGELA G. HOFMEISTER  
Type or Print

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 \_\_\_\_\_

#17-50  
AA Co.  
13

206051

TO BE } CROSS INDEX  
 NOT TO BE } LAND RECORDS

SUBJECT TO } RECORDING TAX  
 NOT SUBJECT TO } ON PRINCIPAL  
 AMOUNT OF \$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s):

Name or Names—Print or Type RICHARD A. HARMON  
 Address—Street No., City - County State Zip Code 511 OWENS WAY SEVERNA PARK, MD. 21146

Name or Names—Print or Type JANICE M. HARMON  
 Address—Street No., City - County State Zip Code 511 OWENS WAY SEVERNA PARK, MD. 21146

2. Secured Party:

Name or Names—Print or Type SEARS ROEBUCK & COMPANY  
 Address—Street No., City - County State Zip Code 6650 N. RITCHIE HWY. GLEN BURNIE, MD. 21061

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). Installed Bathroom fixtures (Tub, toilet, vanity) and other related bathroom items and labor.

4. If above described personal property is to be affixed to real property, describe real property. Residential Dwelling at: - 511 Owens Way Severna Park, 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.

RECORD FEE 15.00  
 POSTAGE .50  
 APR 6 87  
 206051 001 107446

DEBTOR(S):

Richard A. Harmon  
 (Signature of Debtor)  
RICHARD A. HARMON  
 Type or Print

Janice M. Harmon  
 (Signature of Debtor)  
JANICE M. HARMON  
 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 \_\_\_\_\_

#15.50  
A.A. Co.  
2

266555

TO BE } CROSS INDEX  
 NOT TO BE }  IN LAND RECORDS

SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_  
 NOT SUBJECT TO }

FINANCING STATEMENT

1. Debtor(s):

MARY LOUISE SCHULTZ  
Name or Names—Print or Type

831 LUCKY RD SEVERN AAC MD 21144  
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

66 SUN. MICHIGAN AVE. GLEN BOHNE AAC MD 21001  
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  
ELEC RANGE  
DISHWASHER

RECORD FEE 15.00  
POSTAGE .50

4. If above described personal property is to be affixed to real property, describe real property.

RESIDENTIAL DWELLING  
831 LUCKY 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):

Mary Louise Schultz  
(Signature of Debtor)

MARY LOUISE SCHULTZ  
Type or Print

[Signature]  
(Signature of Debtor)

Type or Print

SECURED PARTY:

Sears, Roebuck and Company

SEARS ROEBUCK & CO  
(Company, if applicable)

[Signature]  
(Signature of Secured Party)

J. D. Althouse-Credit Central Oper. Mgt.  
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 \_\_\_\_\_

APR 6 1987

REC'D

MIS-50  
AACo.  
1

TO BE } CROSS INDEXED IN LAND RECORDS  
 NOT TO BE }

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s):

MRS. JUNE WITT  
 Name or Names—Print or Type  
 212 WINSTON RD. PASADENA MD. 21122  
 Address—Street No., City - County State Zip Code

HOWARD B. WITT  
 Name or Names—Print or Type  
 212 WINSTON 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 RITCHIE HWY GLEN BORNIE  
 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

4. If above described personal property is to be affixed to real property, describe real property.

212 WINSTON RD. PASADENA, MD

21122 RECORD FEE 15.00  
 POSTAGE .50

5. If collateral is crops, describe real estate.

#03590 CITI 801 T0747  
 APR 6 87

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

*June Witt*  
 (Signature of Debtor)  
 JUNE WITT  
 Type or Print

*Howard B. Witt*  
 (Signature of Debtor)  
 HOWARD WITT  
 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: 6801 Security Blvd., Baltimore, Maryland 21207

Name and Address

#15.50  
 H.A. Co  
 2

510-385

# not used

s/b Land

4-6-87

200053

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 Co.
- 3  Not subject to Recordation Tax
- 4  Subject to Recordation Tax on an initial debt in the principal amount of \$ 22,000.00 The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel Co.

5 Debtor(s) Name(s) Address(es)  
**Wolford's Well & Pump Service, Inc** **4429 Mountain Rd.**  
**Pasadena, MD 21122**

6 Secured Party Address  
 Maryland National Bank **80 Mountain Rd**  
 Attention **Elaine J Stevens** **Glen Burnie, MD 21061**

RECORD FEE 11.00  
 RECORD TAX 154.00  
 POSTAGE .50  
 #03600 0777 001 107:57

MAR 6 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.

T.B.

Wolford's Well & Pump Service, Inc

Denton J. Wolford Pres. (Seal)  
**Denton J. Wolford, President**

Secured Party  
Maryland National Bank

Elaine J. Stevens (Seal)

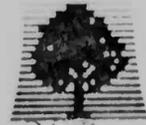
**Elaine J Stevens, Branch Officer/Manager**  
Type name and title

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

154-50

MARYLAND NATIONAL BANK

Glen Burnie, Maryland 21061

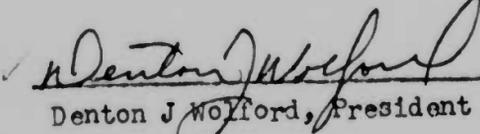


BOOK 510 PAGE 357

Schedule A

- 1 - 1987 Ditch Witch, Model 2310, Serial #3D0130, with all standard equipment including 35 H.P. Deutz Diesel engine Model F2 512, 26 x 12 x 12 flotation bar lug tires, 48" large end roller boom, 48" x 6' 50,000 lb heavy duty frost chain, 5-way fully hydraulic backfill blade, and cold start kit
- 1 - 1987 Ditch Witch Backhoe, Model A220, 2 lever control, 12" bucket (Serial #1C0938)
- 1 - 1987 Ditch Witch S4A Trailer

Wolford's Well & Pump Service, Inc.

  
Denton J. Wolford, President

200000

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) Hardin Kight Associates, Inc. Address(es) 836 Ritchie Highway, Suite 5  
Severna Park, Maryland 21146

6. Secured Party Maryland National Bank Address 2227 Defense Highway  
Crofton, Maryland 21114  
Attention: F. Hughes  
(Mr. Clerk, Please return to Maryland National Bank to the department at the address set forth in paragraph 6 above.)

RECORD FEE 11.00  
POSTAGE .50  
APR 6 1987  
T.B.

- 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.

Hardin Kight Associates, Inc.  
Stephen E. Kight, Pres. (Seal)  
Stephen Kight, Pres.  
\_\_\_\_\_  
(Seal)

Secured Party  
Maryland National Bank  
M. Faye Hughes, Sr. (Seal)  
M. Faye Hughes, Sr. Branch Officer  
Type name and title

11/20

BOOK 510 TAB 389

SCHEDULE A

THIS SCHEDULE A is attached to and made part of a Financing Statement/  
Security Agreement

Financing Statement & Security Agreement

- 1987 Nissan Stanza serial # JN1HT2115HT056252
- 1987 Ford Taurus serial # IFABP55U6HA159565
- 1 LTR 8710 Control Station
- 1 LTR 8870 Radio Telephone
- 4 LTR 8710 Fleet Mobiles
- 2 Control Station Antennas
- 5 Mobile Antennas

510 100300

200000

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

1. DEBTOR

Name Swartz Construction, Inc.  
Address 2907 S Haven Drive Annapolis, MD 21401

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) IBM XT PC
- One (1) Wise 700 Monitor
- One (1) Epson LQ1000 Printer
- Software to include: Lotus 1,2,3, Autosketch, Job Cost, A/P, Easy Plus

RECORD FEE 11.00  
POSTAGE .50  
903607 CTTI 001 108403  
APR 6 87  
T.B.

CHECK  THE LINES WHICH APPLY

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

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

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

Ruth Swartz  
(Signature of Debtor)  
RUTH SWARTZ  
Type or Print Above Signature on Above Line  
  
\_\_\_\_\_  
(Signature of Debtor)  
  
Type or Print Above Signature on Above Line

Bruce A. Reichelderfer, Jr.  
(Signature of Secured Party)  
  
Bruce A. Reichelderfer, Jr.  
Type or Print Above Name on Above Line

17A Co.

11-50

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

BOOK 510 PAGE 311

FINANCING STATEMENT

IO#266919

DATE: March 10, 1987

(XX) Not Subject to Recordation Tax

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

NAME OF DEBTOR (S): Kane Delivery, Ltd.  
1931 Lincoln Parkway  
Annapolis, Maryland 21401

ADDRESS:

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT  
ADDRESS: P.O. BOX 751  
ANNAPOLIS, MARYLAND 21404

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

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now owned and hereafter acquired, excluding motor vehicles.

RECORD FEE 11.00  
POSTAGE .50  
#03632 0777 001 110:30

MAR 6 87  
T.B.

DEBTOR(S):  
Kane Delivery, Ltd.  
(Company Name)

BY: Harry J. Kane, III  
Harry J. Kane, III

BY: \_\_\_\_\_

BY: \_\_\_\_\_

SECURED PARTY:  
ANNAPOLIS FEDERAL SAVING BANK

BY: Robert E. Mann  
(Authorized Signature)  
Robert E. Mann  
Commercial Loan Officer  
(Type Name and Title)

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

P46191

11.50

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION  
ANNAPOLIS, MARYLAND 21404

FINANCING STATEMENT

200061

DATE: February 5, 1987

510 302

(XX) Not Subject to Recordation Tax

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

NAME OF DEBTOR(s): Andrew L. Kalnoske  
T/A Toy Chest Plus

ADDRESS: 218 Maryland Road  
Stevensville, MD 21666

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 located at the Severna Park store

RECORD FEE 12.00  
POSTAGE .50  
403635 0777 AM 110-31  
APR 6 87

T.B.

DEBTOR(S): Andrew L. Kalnoske  
T/A Toy Chest Plus

[Signature]  
By: Andrew L. Kalnoske, President

SECURED PARTY:  
ANNAPOLIS FEDERAL SAVINGS  
AND LOAN ASSOCIATION

By: [Signature]  
(Authorized Signature)  
Robert E. Mann, Commercial Loan Officer  
(Type Name and Title)

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

D.50

FINANCING STATEMENT

Not Subject to Recordation Tax

<u>Name of Debtor</u>	<u>Mailing Address</u>
Jesse Grimm	Terrace View Mobile Home Park
Rebecca Dodds	650 Sunset St.
Henry Schulte	Baltimore Md 21225

RECORD FEE 13.00  
POSTAGE .50

MD3634 CITY BAL T10131  
APR 6 87

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE (Assignee) Address: BALTIMORE AND CHARLES STREETS BALTIMORE, MARYLAND 21203

T.B.

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

Used 1967 Belmont, 65x12, Serial # 60N1443

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

Jesse B. Grimm Jr.  
JESSE B. GRIMM, JR.

Rebecca L. Dodds  
REBECCA DODDS

x Henry Schulte  
HENRY SCHULTE

THE SAVINGS 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, Inc., which has been assigned to The Savings Bank of Baltimore.

13/40

STATE OF MARYLAND

3004 510 391

FINANCING STATEMENT FORM UCC-1

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

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 206903

If transaction or transactions wholly or partially subject to 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 Billie Ray Ford  
Address 4644 MUODY CREEK RD HARWOOD, MD. 20776  
Assignee of Secured Party

2. SECURED PARTY

Name KUBOTA CREDIT CORPORATION, USA  
P.O. Box 105598  
4444 SHACKLEFORD RD.  
Address Atlanta  
NORCROSS, GEORGIA 30093 30342-5598

Person And Address To Whom Statement Is To Be Returned 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 Kubota - B-5500E 2WD TRACTOR TURF TIRES  
STD TRANS - ROLL BAR SEAT BELT 3 FE WGTs  
SERIAL # 21230  
NEW Woods MODEL RM-400 REAR FINISH MOWER  
SERIAL # 4205

Name and address of RECORD FEE 11.00  
#03646 0777 RM 710-43  
APR 6 87

T.B.

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)

\* Billie Ray Ford  
(Signature of Debtor)

Billie Ray Ford  
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

11

ANNE ARUNDEL

MARYLAND FINANCING STATEMENT

BOOK 510 PAGE 395

UCC-1

20005

- 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: Del's Truck & Auto Service  
(Name or Names)  
2800 Annapolis Rd, Baltimore Md 21230  
(Address)

DEBTOR: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2 SECURED PARTY: Seaboard Leasing Co  
(Name or Names)  
P.O. Box 570, Jessup Md 20794  
(Address)  
GFS LEASING INC.  
(Address)

3 ASSIGNEE (if any) of SECURED PARTY: 1900 SULPHUR SPRING RD.  
(Name or Names)  
SUITE 340  
BALTIMORE, MD. 21227  
(Address)

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

1-Allen Engine Analyzer  
Model # 62-190

RECORD FEE 11.00  
R03647 CTTI 001 710:44  
MAR 6 87

T.B.

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):  
Del's Truck & Auto Service  
By: [Signature]  
(Title)  
Robert DeLiyuk  
(Type or print name of person signing)

SECURED PARTY:  
Seaboard Leasing Co  
By: [Signature]  
(Type or print name of person signing)  
ERIC DEUTSCH  
(Type or print name of person signing)

By: \_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Type or print name of person signing)

Return To: GFS LEASING INC.  
1900 SULPHUR SPRING RD.  
SUITE 340  
BALTIMORE, MD. 21227

IT

\*\*NOT SUBJECT TO RECORDATION TAX\*\* STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 510 PAGE 3  
Identifying File No. 266920

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

If transaction or transactions wholly or partially subject to 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 Whitmore Printing & Stationery Company Inc.

Address 1982 Moreland Parkway, Annapolis, MD 21401

2. SECURED PARTY

Name Printing Research Inc.

Address 10954 Shady Trail

Dallas, TX 75220

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

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

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

Name and address of Assignee

See attached for appropriate statement of collateral.

RECORD FEE 29.00  
POSTAGE 50  
MAY 07 0777 AM 111:01  
APR 6 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) T.B.

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SEE ATTACHED FOR SIGNATURE

(Signature of Debtor)

Whitmore Printing & Stationery Company Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

mg-

Linda McCullough DFS/jn  
(Signature of Secured Party)

Printing Research Inc.

Type or Print Above Signature on Above Line

SD

22473

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF Maryland

TOTAL NUMBER OF SHEETS 2

CONTINUATION OF FINANCING STATEMENT BETWEEN

FORM 510 1-3-77

SECURED PARTY:

Printing Research Inc.  
10954 Shady Trail  
Dallas, TX 75220

DEBTOR:

Whitmore Printing & Stationery  
Company Inc.  
1982 Moreland Parkway  
Annapolis, MD 21401

- (1) HE2900DLOO Heidelberg 29 SORM  
Delivery Cylinder
- (1) HE2900TRSY Heidelberg 29" S-Line  
Transfer System
- (1) XTRVLIN STL Training/Installation

Whitmore Printing & Stationery  
Company Inc.

Printing Research Inc.

2

*see attached for signature*  
\_\_\_\_\_  
DEBTOR  
President  
Filing Officer Copy

*see attached for signature*  
\_\_\_\_\_  
SECURED PARTY

SHEET No

Signed in duplicate, delivered and effective this 17 day  
of Dec, 1986.

BOOK 510 PAGE 328

WHITMORE PRINTING & STATIONERY COMPANY INC.

*Keneth Gluck*

DEBTOR

Address of DEBTOR

1982 MORELAND PARKWAY

ANNAPOLIS, MD 21401

Location of Collateral  
(If different from address of DEBTOR)

SECURED PARTY

PRINTING RESEARCH INC.

By *Linda McCullough* DFS/n

Additional Locations of Collateral:

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

BOOK 510 PAGE 318

have the remedies of a secured party under the Uniform Commercial Code of the State in which DEBTOR is conducting business. SECURED PARTY may require DEBTOR to assemble the COLLATERAL and make it available to SECURED PARTY at a place to be designated by SECURED PARTY which is reasonably convenient to both parties. SECURED PARTY will give DEBTOR reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of DEBTOR shown at the conclusion of this Agreement at least five (5) days before the time of sale or disposition. SECURED PARTY, in addition and in its sole discretion, may retain an attorney to collect DEBTOR's delinquent and unpaid account and any expenses previously incurred in attempting to collect said account and collecting and selling the COLLATERAL. DEBTOR shall pay a sum equal to thirty percent (30%) of the outstanding unpaid amount of DEBTOR's account and previously incurred costs for the collection thereof as and for a reasonable attorney's fee. DEBTOR shall, in addition, pay any and all legal expenses and costs incurred in the collection of DEBTOR's unpaid and delinquent account and previously incurred expenses. Said amounts of attorney's fees, legal expenses and costs shall be added to the unpaid balance of DEBTOR's account and shall be due and owing from DEBTOR to SECURED PARTY.

12. Should a lawsuit be brought to enforce the terms hereof or for any dispute arising out of this transaction, then the issues in any such action shall be determined pursuant to the laws of the state in which the DEBTOR is conducting business, the courts of which state shall have jurisdiction over the parties hereto and to decide the issues arising out of any transaction created hereunder. The party prevailing in any such lawsuit shall be entitled to recover from the losing party its costs and expenses thereof including its legal fees in a reasonable amount.

13. No waiver by SECURED PARTY of any default shall operate as a waiver of any other default or of the same default on a future occasion.

14. NO WARRANTIES, EXPRESSED OR IMPLIED, OF ANY KIND WHATSOEVER INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY SECURED PARTY (WHEN SECURED PARTY IS NOT THE MANUFACTURER) IN REFERENCE TO ANY PRODUCT. DEBTOR SHALL LOOK EXCLUSIVELY TO THE MANUFACTURER OF THE PRODUCT FOR THE EXISTENCE OF WARRANTIES, IF ANY, AND THEIR FULFILLMENT.

15. All rights of SECURED PARTY hereunder shall inure to the benefit of its successors or assigns; and all obligations of DEBTOR shall bind DEBTOR's heirs, executors, administrators, successors and assigns.

16. If there be more than one DEBTOR, their obligations hereunder shall be joint and several.

standard policy of fire insurance with extended coverage endorsement, theft and other risks as SECURED PARTY may require, and written by such company or companies as may be satisfactory to SECURED PARTY, such insurance to be payable to SECURED PARTY and DEBTOR as their interests may appear. Further, SECURED PARTY shall have a lien on any claims payments to the extent of any indebtedness then owed SECURED PARTY by DEBTOR, the existence and the amount of which shall be disclosed to the insurer. All such policies of insurance shall provide for not less than ten (10) days written notice of cancellations or non-renewal to SECURED PARTY and, at the request of SECURED PARTY, shall be delivered to and held by it. SECURED PARTY may act as attorney-in-fact for DEBTOR in obtaining, adjusting, settling and cancelling such insurance and endorsing any drafts.

7. DEBTOR will keep the COLLATERAL free from any adverse lien, security interest or encumbrance and in good order and repair and will not waste or destroy the COLLATERAL or any part thereof (except that if the COLLATERAL is merchandise inventory of DEBTOR, DEBTOR shall be entitled to sell the COLLATERAL in the ordinary and usual course of business). SECURED PARTY may examine and inspect the COLLATERAL at any reasonable time wherever located.

8. DEBTOR will pay promptly when due all taxes and assessments upon the COLLATERAL or for its use and operation. At its option SECURED PARTY may discharge taxes, liens, security interests, or other encumbrances at any time levied or placed on the COLLATERAL, may pay for insurance on the COLLATERAL and may pay for the maintenance and preservation of the COLLATERAL. DEBTOR agrees to reimburse SECURED PARTY on demand for any payment made or any expense incurred by SECURED PARTY pursuant to the foregoing authorization. Any and all sums so advanced by SECURED PARTY for DEBTOR shall bear interest at the highest lawful rate, and said sums and said interest shall be secured by the COLLATERAL.

9. Until default, DEBTOR may have possession of the COLLATERAL and use it in any lawful manner not inconsistent with this Agreement, and not inconsistent with any policy of insurance thereon.

10. DEBTOR will hold the PROCEEDS separate and apart from and refrain from commingling the PROCEEDS with any other funds or property of the DEBTOR.

11. DEBTOR shall be in default under this Agreement upon the happening of any of the following events or conditions:

(a) Default in the payment or performance of any obligation, covenant, or liability contained or referred to herein, or in any invoice, statement, book account, account stated, note, or other evidence of indebtedness of DEBTOR to SECURED PARTY;

(b) Any warranty, representation or statement made or furnished to SECURED PARTY by or on behalf of DEBTOR which proves to have been false in any material respect when made or furnished;

(c) Any event which results in the acceleration of the maturity in the indebtedness of DEBTOR to others under any indenture, agreement or undertaking;

(d) Loss, theft, damage, destruction, sale (except as herein expressly provided), or encumbrance to or of any of the collateral, or the making of any levy, seizure or attachment thereto or thereon;

(e) Death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against DEBTOR or any guarantor or surety of DEBTOR.

Upon such default and at any time thereafter, SECURED PARTY may declare all indebtedness secured hereby immediately due and payable and shall

510 401  
8000

## SECURITY AGREEMENT

In consideration of any financial accommodations given to, to be given to or continued to the undersigned (hereinafter called DEBTOR) by Printing Research Inc., a Texas corporation, with its principal offices located at 10954 Shady Trail, Dallas, TX 75220 and/or one or more present or future subsidiaries or divisions thereof (hereinafter regardless of number, called SECURED PARTY), and as collateral security for the payment of all debts, obligations or liabilities now or hereafter existing, absolute or contingent, of the DEBTOR or any one or more of them to SECURED PARTY (hereinafter called INDEBTEDNESS), DEBTOR, pursuant to the provisions of the Uniform Commercial Code of the State in which DEBTOR is conducting business, hereby grants SECURED PARTY a security interest in all inventory of goods and merchandise, materials and equipment now held or hereafter sold by SECURED PARTY to DEBTOR bearing the tradename(s) SEE EXHIBIT "A" of SECURED PARTY and all additions and accessions thereto or therefore and any proceeds thereof or therefrom including but not limited to accounts receivable, promissory notes, installment contracts, contract rights, chattel paper and instruments arising therefrom (hereinafter called the COLLATERAL). This Agreement shall apply to all indebtedness regardless of how the same accrues or is evidenced, whether by invoice, statement, book account, account stated, note, or other evidence of indebtedness of DEBTOR to SECURED PARTY, and without the necessity of making any reference to this Agreement therein.

DEBTOR hereby warrants and covenants that:

1. The security interest granted to SECURED PARTY by DEBTOR shall apply to the collateral whether or not title thereto or to any part thereof shall have passed or shall be deemed to have passed to DEBTOR; DEBTOR is, or to the extent that this agreement states that the COLLATERAL is to be acquired after the date hereof, will be the owner of the COLLATERAL free from any adverse lien, security interest or encumbrance; and DEBTOR will defend the COLLATERAL against all claims and demands of all other persons at any time claiming the same or any interest therein.
2. The COLLATERAL will be kept at the address(es) designated at the conclusion of this Agreement or listed on an attached Exhibit.
3. If the COLLATERAL has been, is to be, or is attached to real estate, DEBTOR will, on demand of SECURED PARTY, furnish the latter with disclaimers signed by all persons having an interest in the real estate, of any interest in the COLLATERAL.
4. At the request of SECURED PARTY, DEBTOR will join with SECURED PARTY in executing one or more financing statements, amendments, continuation and termination statements pursuant to the Uniform Commercial Code of the State in which DEBTOR is conducting business, in form satisfactory to SECURED PARTY.
5. DEBTOR will not sell or offer to sell in bulk, or otherwise transfer the COLLATERAL in bulk or any interest therein without having given SECURED PARTY actual notice of any such sale and having received the written consent of SECURED PARTY; provided, however, that if the COLLATERAL is DEBTOR's merchandise inventory, DEBTOR shall be entitled to sell the COLLATERAL in the ordinary and usual course of business.
6. DEBTOR will, at all times, maintain in full force and effect insurance with respect to the COLLATERAL against risks encompassed within the

BOOK 510 PAGE 402

EXHIBIT A--SECURITY AGREEMENT EXTENSION SHEET

Secured Party:

Debtor:

Printing Research Inc.  
10954 Shady Trail  
Dallas, TX 75220

Whitmore Printing & Stationery  
Company Inc.  
1982 Moreland Parkway  
Annapolis, MD 21401

- (1) HE2900DLOO Heidelberg 29 SORM  
Delivery Cylinder
- (1) HE2900TRSY Heidelberg 29" S-Line  
Transfer System
- (1) XTRVLIN STL Training/Installation

Mailed to Secured Party

Whitmore Printing & Stationery  
Company Inc.

Printing Research Inc.

BOOK 510 PAGE 413

200365

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

ROBERT E. REILLY  
HARRIET A. SPALLER  
CEDARVILLE MHP LOT 20  
BRANDYWINE MD 20711

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

RECORD FEE 12.00  
POSTAGE 50  
MAY 31 0777 AM 11:12  
APR 6 1977

5 This Financing Statement covers the following type(s) for item(s) of property

1976 YOUNG AMERICAN  
70 X 14 SERIAL # 93180  
"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)

T.B.

Proceeds of a sale of 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)

ROBERT E. REILLY

HARRIET A. SPALLER

GREEN TREE ACCEPTANCE INC.

By *Robert E. Reilly, Harriet A. Spaller* Signature(s) of Debtor(s)

By *AC Swine* Signature(s) of Secured Party(ies)  
(Required only if Item 10 is checked)

(3/83)

(1) FILING OFFICER COPY - NUMERICAL 1230

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

Mailed to Secured Party

BOOK 510 P 414

200306

THIS FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

1 Debtors (Last Name First and Address(es)) VIRGINIA R. SIEGEL BONNIE M. TEDDER PATUXENT MHP Lot 78 LOTHIAN MD 20772		2 Secured Party(ies) Name(s) and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BLVD ; #245 WOODBIDGE, VA 22191		3 <input type="checkbox"/> The Debtor is a transmitting utility	
5 This financing Statement covers the following types (or items) of property 1981 CHAMPION 70 X 14 SERIAL # F231184126 "AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL		6 Assignee(s) of Secured Party and Address(es)		4 For Filing Officer: Date Time No. Filing Office RECORD FEE 12.00 POSTAGE 1.50 M3662 0777 801 11:17 APR 6 '87 T.B.	
8 Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records.		9 Name of a Record Owner		7 <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8)	
10 This statement is filed without the Debtor's signature to perfect a security interest in collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State		11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)		By _____ Signature(s) of Debtor(s) By <i>Donna M. Tedder</i> Signature(s) of Secured Party(ies) <i>DC Swire</i> (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

BOOK 510 PAGE 405

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247436

RECORDED IN LIBER 462 FOLIO 91 ON May 25 '83 (DATE)

1. DEBTOR

Name Bridgeview Contractors, Inc./Ball, George & Nancy B  
Address 243 Edgewater Dr., Edgewater, MD

RECORD FEE 10.00  
POSTAGE .50  
803664 C777 R01 T11 #14  
APR 6 87

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any)

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"/> <del>xxx</del> (Indicate whether amendment, termination, etc.)  Termination</p>

10.50

JOHN DEERE COMPANY

Dated 6 March 1987

*Ronald T. Williams*  
(Signature of Secured Party)  
Ronald T. Williams, Administrator  
Type or Print Above Name on Above Line

200007

BOOK 510 FILE 400

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) JOSEPH R. RAMSEY KAREN R. RAMSEY #3 ROSE STREET LAUREL MD 20710		2 Secured Party(ies) Name(s) and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BLVD ; #245 WOODBIDGE, VA 22191		3 <input type="checkbox"/> The Debtor is a transmitting utility	
5 This Financing Statement covers the following types (or items) of property 1977 DUKE 70 X 14 SERIAL # ZD15413 "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) T.B.		4 For Filing Officer Date, Time, No. Filing Office RECORD FEE 12.00 POSTAGE .50 #03665 0777 001 T11#14 APR 6 87	
8 Describe Real Estate Here <input checked="" type="checkbox"/> Describe Real Estate Here		9 Name of a Record Owner		7 <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8)	
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State		11 It 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)		No. & Street Town or City County Section Block Lot	

By Joseph R. Ramsey Signature(s) of Debtor(s)  
Karen R. Ramsey Signature(s) of Debtor(s)  
AC Swire Signature(s) of Secured Party(ies)  
 (3/83) (1) FILING OFFICER COPY—NUMERICAL 12.50  
 STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

BOOK 510 PAGE 407

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) Kruck, Ralph E. & Lynn D. 710 Americana Drive #47 Annapolis, MD 21403	2. Secured Party(ies) and address(es) Society For Savings 1290 Silas Deane Hwy Wethersfield, CT 06109	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
---	--	---

4. This statement refers to original Financing Statement bearing File No. 2564891iber484page430  
 Filed with Anne Arundel Date Filed 4-25 1985

RECORD FEE 10.00  
 POSTAGE  
 #03674 0771 R01 T11:23  
 APR 6 1987  
 3/6/87

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

No. of additional Sheets presented:

By: \_\_\_\_\_ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).  
 By: [Signature] Signature(s) of Secured Party(ies)

Society For Savings

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

10 - 50

BOOK 510 PAGE 408

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) Smith, Daniel A. & Barbara A. 3300 Estelle Terrace Silver Spring, MD 20906	2. Secured Party(ies) and address(es) Society For Savings 1290 Silas Deane Hwy Wethersfield, CT 06109	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)  RECORD FEE 10.00 POSTAGE .50 #03676 0777 801 T11:24 APR 6 '87
4. This statement refers to original Financing Statement bearing File No. <u>257508 liber487 pg168</u> Filed with <u>Anne Arundel</u> Date Filed <u>7-26</u> 19 <u>85</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.		

3/6/87



No. of additional Sheets presented:

By: \_\_\_\_\_ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).  
 By: Society For Savings Alex C. Ber Signature(s) of Secured Party(ies)

(1) Filing Office Copy - Alphabetical

STANDARD FORM - FORM UCC-3  
10-50

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 479 Page No. 98  
Identification No. 254349 Dated October 24, 1984

1. Debtor(s) Gladding Chevorlet, Inc. T/A Gladding Leasing  
Name or Names—Print or Type  
7327 Ritchie Hwy., Glen Burnie, Maryland 21061  
Address—Street No., City—County State Zip Code

2. Secured Party Mercantile-Safe Deposit and Trust Company  
Name or Names—Print or Type  
766 Old Hammonds Ferry Road, Linthicum, Maryland 21090  
Address—Street No., City—County State Zip Code

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

4. Check Applicable Statement:

RECORD FEE 10.00  
POSTAGE 50  
MAY 17 11 17 86  
APR 6 87

<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>



Dated: March 6, 1987 Mercantile-Safe Deposit & Trust Company  
Name of Secured Party  
Phillip O. Cassidy  
Signature of Secured Party  
Phillip O. Cassidy, V.P.  
Type or Print (Include Title if Company)

1050

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

Roll No. 482 Page No. 301  
Identification No. 255511 Date February 6, 1985

1. Debtor(s) } Gladding Chevrolet, Inc. T/A JBA Leasing  
Name or Name of Party or Type  
7327 Ritchie Hwy. Glen Burnie, Maryland 21061  
Address—Street No. City, County State Zip Code

2. Secured Party } Mercantile-Safe Deposit & Trust Company  
Name or Name of Party or Type  
766 Old Hammonds Ferry Road, Linthicum, Maryland 21090  
Address—Street No. City, County State Zip Code

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

4. Check Applicable Statement

10.00  
POSTAGE .50  
w. Total CTT 301 11/25  
87 6 87

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

Dated: March 6, 1987  
Mercantile-Safe Deposit & Trust Co.  
Name of Secured Party  
Phillip O. Cassidy  
Signature of Secured Party  
Phillip O. Cassidy, V.P.  
Type or Print (Include Title if Company)

1030

FINANCING STATEMENT

1.  To Be Recorded in the Land Records at \_\_\_\_\_  
 2.  To Be Recorded among the Financing Records at Anne Arundel County  
 3.  Not subject to Recordation Tax  
 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 32,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s): Aggregate Transport, Inc. Address(es): 10 S. River Clubhouse Rd. Harwood, Md. 20776

6. Secured Party: Maryland National Bank Address: Department M/S 500501  
 Attention: D.L. PHIPPS Post Office Box 987, Mailstop 501 Church Circle  
 Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

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

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

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

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

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

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

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

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

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

Two 1987 DUMP BODIES-- Quote # 1517 Dated 12-3-87

Debtor: Aggregate Transport, Inc.

Secured Party: Maryland National Bank

By: David E. Gable (Seal)  
Type name and title, if any  
David Gable, President

By: Debra L. Phipps (Seal)

By: Thomas Gooding (Seal)  
Type name and title, if any  
Thomas Gooding, Vice President

Debra L. Phipps, Branch Officer  
Type name and title

MARYLAND NATIONAL BANK

5 Church Cir  
Annap MD 21404

11-00  
24-00  
50  
NOV 11 1987  
T.B

11-  
24-  
50

BOOK 510 PAGE 412

FINANCING STATEMENT

200071

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

TO BE RECORDED IN THE:

- 1. Financing Statement Records of the Maryland State Department of Assessments and Taxation
- 2. Financing Statement Records of Anne Arundel County, Maryland

X

1. NAME AND ADDRESS OF DEBTOR:

Norma F. Gunther  
4584 Mountain Road  
Pasadena, Maryland 21122

2. NAME AND ADDRESS OF SECURED PARTY:

C & M, Inc.  
7864 Outing Avenue  
Pasadena, Maryland 21122

3. This Financing Statement covers all of the following property of the Debtor:

RECORD FEE 13.00  
POSTAGE .50

A. Inventory. All of the Debtor's inventory both now owned and hereafter acquired, wherever located, 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.

#03721 0040 001 114 #03  
APR 5 87

T.B.

B. All Equipment and Fixtures. All of the

Debtor's equipment, fixtures, kitchen equipment, and office furniture, both now owned and hereafter acquired, together with

MICHAEL R. ROBLER, P.A.  
ATTORNEY AND  
COUNSELOR AT LAW  
7 WILLOW STREET  
ANNAPOLIS, MD 21401

1303

(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. All such fixtures are or will be attached to the real property described in Exhibit A attached hereto, and the record owner of such real property is Norma F. Gunther.

C. Liquor License. Anne Arundel County Liquor License, Number 89, Class D, for the sale of Beer, Wine, and Liquor, Dancing and Sundays, in the name of Norma F. Gunther.

D. Other. All of the Debtor's property described in Exhibit B attached hereto and made a part hereof by reference, together with all products and cash and non-cash proceeds thereof.

4. Not subject to recordation tax. Recordation tax having already been paid to Anne Arundel County, Maryland, on a mortgage covering the same property.

DEBTOR:

Norma F. Gunther (SEAL)  
NORMA F. GUNTHER

RETURN TO:

Michael R. Roblyer, P.A.  
7 Willow Street  
Annapolis, Maryland 21401

BOOK 510 P. 414

EXHIBIT B

Dining Room

14 Tables  
35 Chairs

Bar

3 Compartment Sinks-  
Eagle ice chest and mixing unit  
Star Metal Mug Freezer  
Perlick three keg unit  
Beverage Air one keg unit  
Beverage Air bottle Beer Cooler  
1 NCR cash register

Package Goods

1 NCR Computer register -  
2 display cases  
1 Whirlpool chest freezer -  
One Westinghouse upright freezer -

Kitchen

2 four-foot stainless steel tables  
1 gas range and oven and broiler  
1 three compartment sink  
1 Beverage Air refrigerator sandwich unit  
2 ember glow steam machines  
1 gas Vulcan grill  
2 Pitco gas deep fryers  
1 stay cold stainless steel double door refrigerator -  
1 rack with shelves  
1 Globe Slicer  
1 refrigerated hood unit

Office

1 Miller safe  
1 Sargent & Greenleafe small safe  
1 Sears gas heater  
1 Paymaster check stamper

Mailed to Secured Party

32.489.4  
2/17/87

2000710

FINANCING STATEMENT

BOOK 510 PAGE 415

TO BE RECORDED IN  
THE FINANCING STATEMENT  
RECORDS OF Anne Arundel County

NOT SUBJECT TO RECORDATION  
TAX

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

1. Debtor:

Address:

Schaefer & Strohminger  
Glen Burnie Lincoln-  
Mercury, Inc.

51 Mountain Road  
Pasadena, Maryland 21122

2. Secured Party:

Address:

Provident Bank of  
Maryland

114 E. Lexington Street  
Baltimore, Maryland 21202  
Attn: Specialized Lending  
Department

RECORD FEE 11.00  
POSTAGE 20  
#03736 0345 001 107:43  
APR 7 87

3. This Financing Statement covers:

(a) All inventory, including, without limitation, all new and used vehicles of all types, classes, makes and models, and all equipment, accessories, parts and supplies now owned or hereafter acquired by the Debtor, as the same may now and hereafter from time to time be constituted;

(b) All documents, instruments, general intangibles, chattel papers, contract rights and accounts now owned or hereafter acquired by the Borrower as such property may from time to time exist, together with all modifications, accessions and substitutions therefor and proceeds therefrom; and

(c) All cash and non-cash proceeds of any of the foregoing, including insurance proceeds.

T.B.

Handwritten initials or signature.



800. 510 10410

4. The aforesaid items are included as security in an Inventory Financing Plan and Security Agreement by and between the Debtor and the Secured Party.

SCHAEFER & STROHMINGER GLEN BURNIE  
LINCOLN-MERCURY, INC.

Date: \_\_\_\_\_

BY: *Louis M. Schaefer*  
Louis M. Schaefer, President

Mailed to Secured Party

County

BOOK 510 PAGE 417

206973

### 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) DeAlgo Inc. T/A i Natural Cosmetics Marley Station Ritchie Hwy. Glen Burnie, Md. 21061	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203  Attn: _____  <div style="text-align: center; border-top: 1px solid black; padding-top: 5px;">Return to Secured Party</div>
--	--

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 cosmetics, beauty services (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: \$ 50,000.00

DEBTOR:  
 DeAlgo Inc. T/A  
 i Natural Cosmetics  
 \_\_\_\_\_  
 (Type Name)  
 By: Debra L. Hensley  
 Debra Hensley, Pres.  
 By: \_\_\_\_\_

SECURED PARTY:  
 UNION TRUST COMPANY OF MARYLAND  
 By: Shirley L. Tucker  
 Shirley L. Tucker  
 (Type Name)  
March 4 19 87  
 (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.

1250-1

Mailed to Secured Party

RECORDED  
 12-00  
 350-00  
 APR 7 1987  
 T.B.

286974

 <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)  <b>Cunningham Concrete, Inc.</b> 1073 St. Stephen Church Road Crownsville, Anne Arundel, MD 21032	Secured Party Name and Address  <b>The CIT Group/Equipment Financing, Inc.</b> 1301 York Road Lutherville, MD 21093	
<del>Assignee of Secured Party</del> <del>C.I.T. Corporation</del>	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc.  <b>One (1) New Blaw Knox PF-500 Paver S/N 50013-24</b>		
		RECORD FEE 12.00 POSTAGE .50 #03774 0341 R01 T10:02 APR 7 87 T.B.
Proceeds of collateral are also covered.		
* If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>Cunningham Concrete, Inc.</u>	Secured Party <u>The CIT Group/ Equipment Financing, Inc.</u>	
By <u>James Cunningham</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>M. Schmidt</u> <u>M. SCHMIDT</u>	
Type or print name(s) of person(s) signing	Type or print name of person signing	

Mailed to Secured Party

one added

MARYLAND FINANCING STATEMENT

UCC-1

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

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

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

1. DEBTOR: Dave's Auto Repair Inc.  
(Name or Names)  
352 Mountain Rd, Pasadena Md  
(Address)

2. DEBTOR: \_\_\_\_\_  
(Name or Names)  
 \_\_\_\_\_  
(Address)

3. SECURED PARTY: Seaboard Leasing corp.  
(Name or Names)  
P.O. Box 570, Jessup Md 20794  
(Address)

4. ASSIGNEE (if any) of SECURED PARTY: GFS Leasing Inc.  
(Name or Names)  
1900 Sulphur Spring Road #340 Baltimore, MD 21227  
(Address)

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

1-Allen Engine Analyzer  
 Model #42-190  
 Serial #B6L-1271/B6L-0731

RECORD FEE 11.00  
 W03775 0345 M01 710:03  
 APR 7 87

T.B.

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

- 6. Proceeds of Collateral are covered hereunder: Yes  No
- Products of Collateral are also covered: Yes  No

Mailed to Secured Party

pretal

DEBTOR'S:  
Dave's Auto Repair Inc.  
 By: David Puffinberger  
(Type or print name of person signing)

SECURED PARTY:  
Seaboard Leasing Corp.  
 By: \_\_\_\_\_  
(Type or print name of person signing)

By: \_\_\_\_\_  
(Type or print name of person signing)

Return To: GFS Leasing Inc 1900 Sulphur LSpring Road Baltimore, MD 21227

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 510 PAGE 420  
Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 000076

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 3/0/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CONCRETE PLACING SERVICES OF MARYLAND, INC  
Address 708 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name GFS Leasing Inc  
Address 1900 Sulphur Spring Road # 340 Baltimore, MD 21227

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

3. Maturity date of obligation (if any) 2/92

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

- 1 Used 1982 Schwing Concrete Pump Model #1001-36 with extra long boom mounted on a 1981 Mack Cab and Chasis Model MR300. SN#'s MR68651267 (Truck); SN#70504021 (Pump); SN#6801002 (Boom)

Name and address of Assignee

RECORD FEE 11.00  
#03776 CM5 801 T10/04

APR 7 87

T.B.

CHECK  THE LINES WHICH APPLY

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

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

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

William J. Brown  
(Signature of Debtor)

William J. Brown  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Joseph C. Sickle  
(Signature of Secured Party)

JOSEPH C SICKLE  
Elizabeth S Stockman - GFS Leasing Inc  
Type or Print Above Signature on Above Line

**FINANCING STATEMENT**

BOOK: 510 PAGE: 421

Check below if goods are  
or are to become fixtures

TO BE RECORDED IN  
LAND RECORDS

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

This Financing Statement dated February 5, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
Maturity date (if any) N/A

<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>	<u>Zip</u>
Tidewater Rental Center, Inc.		166 Penrod Court,	Glen Burnie,	MD	21061

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Dominion Bank of Maryland, National Association		7220 Wisconsin Ave.,	Bethesda,	MD	20814

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 Accounts, including accounts receivable of Debtor, now existing or hereafter arising including without limitation, all debts arising out of the sale by Debtor of goods and/or services in the form of an open Account, Promissory Note, Chattel Paper, Draft, Trade Acceptance, other Instruments for the payment of money or any other form.

RETURN TO:

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

RECORD FEE 11.00

**CHECK  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.

POSTAGE .50  
FEB 10 1987  
T.B.

Mailed to Secured Party

4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
5. (This section applicable in Maryland only.) CHECK APPLICABLE BOX  
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)  
Tidewater Rental Center, Inc.  
BY: *Michael Zivkovich*  
Michael Zivkovich, President  
(Type or print name under signature)

Secured Party or assignee  
Dominion Bank of Maryland,  
National Association (Seal)  
(Corporate, Trade or Firm Name)  
BY: *Donald W. Mowbray*  
Signature of Secured Party or Assignee  
Donald W. Mowbray, A.V.P.  
(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

11-  
2

517 422

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

March 11, 19 87

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. 244813 Dated October 20, 1982

in the Office of Ann Arundel County, Md.  
(County/City and State)

DEBTOR OF DEBTORS (name and address):

NAME Michael J. Waters & Joan V. Waters

ADDRESS 72 Sisk Drive

Annapolis, Md. 21401

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

NAVY FEDERAL CREDIT UNION  
Secured Party

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

Mailed to Secured Party

ASSISTANT TREASURER  
(Title)

*Engineer + Director  
201000 of 6/20/82  
Ann. MD 21401*

BODA 510 FILE 423

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

March 12th 19 87

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. 252872 Dated July 24th, 1984

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

DEBTOR OF DEBTORS (name and address):

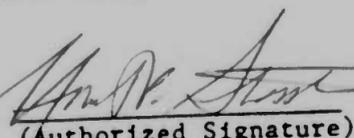
NAME Timothy P. Dugan Jr. and Lorraine A. Dugan

ADDRESS 2686 Carrollton Rd.

Annapolis, MD 21403

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:   
(Authorized Signature)  
Robert P. Strassheim

ASSISTANT TREASURER  
(Title)

Mailed to Secured Party

REGISTRATION FEE 10.00  
POSTAGE .50  
#24249 0040 R02 11:17:29  
APR 7 87

207003

BOOK 510 PAGE 424

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)  
DALE ALAN HALL  
LINDA SUSAN HALL  
958 Coachway  
Annapolis, Maryland 21401

2 Secured Party(ies) and address(es)  
Avon Office Green Associates  
Limited Partnership  
35 Tower Lane - P.O. Box 716  
Avon, Ct 06001  
Attn: Samuel L. Molinari, Esq.

3 Maturity date (if any):  
For Filing Officer (Date, Time,  
Number, and Filing Office)  
RECORDING FEE 12.00  
POSTAGE .50  
#03826 0345 PM 112:53  
APR 7 87

4 This financing statement covers the following types (or items) of property  
All of Debtor's right, title and interest as a limited partner  
in Avon Office Green Associates Limited Partnership, a Connecticut  
Limited Partnership, including the right to receive  
distributions, proceeds and return of capital contributions.

5 Assignee(s) of Secured Party and  
Address(es)  
The Banking Center  
60 North Main Street  
Waterbury, CT 06702  
Attn: Commercial Loan  
Department

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

Filed with  
Anne Arundel County

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

*Dale Alan Hall*  
*Linda Susan Hall*  
Signature(s) of Debtor(s)

Avon Office Green Associates  
Limited Partnership  
By: *[Signature]*  
Signature(s) of Secured Party(ies)  
Title

Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

Mailed to Secured Party

510 425

207001

TO BE

NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF

\$ \_\_\_\_\_

### FINANCING STATEMENT

1. Debtor(s):

BUILDERS LEASING COMPANY  
Name or Names—Print or Type

SUITE 1703, 10401 GROSVENOR PLACE, ROCKVILLE, MD 20852  
Address—Street No., City - County State Zip Code

\_\_\_\_\_  
Name or Names—Print or Type

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

2. Secured Party:

MELLON BANK (EAST) NATIONAL ASSOCIATION  
Name or Names—Print or Type

MELLON BANK CENTER PHILADELPHIA, PA 19102  
Address—Street No., City - County State Zip Code

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

See Attachments

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S): Builders Leasing Company  
by: Bresler & Reiner, Inc.

*Philip Friedman*  
(Signature of Debtor) TREAS

PHILIP FRIEDMAN  
Type or Print

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

\_\_\_\_\_  
Type or Print

SECURED PARTY:

Mailed to Secured Party

Mellon Bank (East) National Association  
(Company, if applicable)

*Patricia Anellia*  
(Signature of Secured Party)

Patricia Anellia, Documentation Officer  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address \_\_\_\_\_

Lunas Bros. Form F-1

RECORDING FEE 13.00  
PROPERTY TAX 30.00  
TOTAL 43.00  
NOV 15 1987  
APR 7 87

T.B.

1350

1. The equipment and other personal property described in the schedules attached hereto (the "Equipment"), being the Equipment leased under that certain Equipment Schedule No. 16 dated December 12, 1986, executed pursuant to that certain Master Equipment Lease dated as of July 24, 1985, including all existing and future subleases, amendments, riders, schedules and supplements thereto (collectively, the "Lease"), between the Debtor, as lessor, and The North Arundel Hospital Association, Inc., as lessee, together with all accessories, parts, attachments and appurtenances appertaining or attached to any of the Equipment, and all substitutions, trade-ins, renewals and replacements of, and improvements and accessions to any and all of said Equipment, and in each case whether now owned or hereafter acquired;
2. All right, title and interest of the Debtor, as lessor, in and to the Lease and all amounts of rent, insurance proceeds, indemnity (but specifically excluding any tax indemnity pursuant to Rider No. 1, the Tax Indemnification Leverage, executed pursuant to and attached to the Lease) or other payments of any kind for or with respect to any item of Equipment, and other sums due and to become due thereunder (including, without limitation, casualty values), including any and all extensions or renewals thereof insofar as the same cover or relate to the Equipment;
3. Together with all the proceeds (cash and non-cash), issues, income, profits, all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, and books and records related to, arising from, or in connection with the foregoing.

Mailed to Secured Party

SCHEDULE

BOOK 510 FILE 427

Polaroid Attachment Kit to Vanguard XR-35 Cine Projector #5VG000005  
35mm Magazine  
Sony Remote Control  
Vari-X-Cine Processor

Mailed to Service Dept.

STATE OF MARYLAND

BOOK 510 PAGE 42

FINANCING STATEMENT FORM UCC-1

Identifying File No. 207005

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

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

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

This financing statement Dated 3-18-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORDED & INDEXED MAR 22 1987

T.B.

1. DEBTOR

Name RMS ASSOCIATES
Address 800 ELKRIDGE LANDING ROAD, LINTHICUM HEIGHTS, MD 21090

2. SECURED PARTY

Name BOWER AMMONIA & CHEMICAL COMPANY
Address 5811 TACONY STREET, PHILADELPHIA, PA 19135

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

3. Maturity date of obligation (if any) none

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

One 500 water gallon tank for the storage of anhydrous ammonia, including all gauges, valves and fittings.

Serial No. M134431 - National Board No. 50109

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)
RMS ASSOCIATES
Type or Print Above Name on Above Line

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

(Signature of Secured Party)
DAVID L. PASQUARELLA
BOWER AMMONIA & CHEMICAL COMPANY
Type or Print Above Signature on Above Line

11

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) The Granite Baptist Church 7823 Oakwood Road Glen Burnie, Maryland 21061	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203  Attn: James A. Shimer Assistant Vice-President  Return to Secured Party
--	--

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

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

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

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

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

E. Other All of debtor's fixtures now owned or hereafter acquired.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction  (is not) exempt from the recordation tax. (Md)  
Principal amount of debt initially incurred is: \$ 100,000.00

RECORDATION FEE 11.00  
POSTAGE 1.50  
424255-0040 R02 11/1/87

APR 7 87

T.B.

DEBTOR:

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

THE GRANITE BAPTIST CHURCH  
(Type Name)  
By: [Signature]

By: [Signature]  
James A. Shimer, Assistant Vice-President  
(Type Name)

By: \_\_\_\_\_ 1 October 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.

After recordation return to: Herbert A. Thaler, Jr., 343 North Charles Street, Baltimore, Maryland 21201. To be recorded in the Land Records and Financing Statement Records of Anne Arundel County, Maryland at the financing records of the Maryland State Department of Assessments of Taxation. Recordation fees in the amount of \$700.00 have been paid in Anne Arundel County, Maryland.

Mailed to Secured Party

Mailed

11.00

12

After Recordation Mail to:  
Real Title Company, Inc.  
2009 14th Street North  
Arlington, Va. 22201

Attn Karen RTC No 50502

FINANCING STATEMENT

Return to:

BOOK 510 PAGE 430  
207067

This Financing Statement is presented to the Clerk of the Circuit Court for Anne Arundel County, Maryland, for filing pursuant to the Uniform Commercial Code.

THE AMOUNT OF TAXABLE DEBT SUBJECT TO RECORDATION TAX AS PART OF THIS TRANSACTION IS: \$0.00. ALL RECORDATION TAXES HAVE BEEN PAID IN CONNECTION WITH THE FILING OF A DEED OF TRUST WHICH ALSO SECURES THIS TRANSACTION.

	<u>NAME OF DEBTOR</u>	<u>ADDRESS</u>
1.	Magothy Marine Pleasure Properties Limited Partnership	15525 Frederick Road Rockville, Maryland 20855

	<u>NAME OF SECURED PARTY</u>	<u>ADDRESS</u>
2.	Equitable Bank, N.A.	100 South Charles Street Baltimore, Maryland 21201

RECORD FEE 14.00  
POSTAGE .50  
#03876 0777 R01 T14:25  
APR 7 87

T.B.

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

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

- A. Inventory - All of the Debtor's inventory both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts - All of the debtor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles - All of the debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper - All of the Debtor's chattel paper both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods. Additionally, the Debtor assigns and grants to the Bank a security interest in all property and goods both now owned and hereafter acquired by the Debtor which are sold, leased, secured, are the subject of, or otherwise covered by, the Debtor's chattel paper, 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 Debtor's equipment and fixtures, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and

Return to: Real Title Company, Inc.  
2009 14th Street North  
Arlington, VA 22201

Mailed to Secured Party

MSD

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 Debtor's equipment and fixtures 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.

- 4. This Financing Statement is not subject to a Recordation Tax.
- 5. This Financing Statement is intended to evidence among the Financing Records the encumbrance of the items listed herein by a Security Agreement from the aforesaid debtors securing the aforesaid secured party, dated March 31, 1987 and recorded simultaneously herewith (or prior hereto) among the Land Records of Anne Arundel County, Maryland.

EXECUTED THIS 31st day of March, 1987.

MAGOTHY MARINE PLEASURE PROPERTIES LIMITED PARTNERSHIP

BY: Magothy Marine Properties, Inc.  
General Partner

BY: [Signature] (SEAL)  
Gerald Herson, President  
Debtor

ATTEST:

[Signature]

EQUITABLE BANK, N.A.

BY: [Signature] (SEAL)  
Wayne B. Hawkins  
Assistant Vice President

FINANCING STATEMENT

SCHEDULE A

As of the date of execution of this Financing Statement,  
there is no additional collateral.

Mailed to Secured Party

ed to S

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 510 FILE 433

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 3/4/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name D. L. Miller

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.

RECORD FEE 11.00  
#03879 0345 R01 T14:34  
APR 7 87

T.B.

3. Maturity date of obligation (if any)

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

1 Case 1080 excavator s/n 6271569

Mailed to Secured Party

CHECK  THE LINES WHICH APPLY

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

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

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

Assignee(s) of Secured Party and Address(es)  
J I Case Co. or  
J. I. CASE CREDIT CORP.  
~~5700 Widewater Parkway~~  
~~Syracuse, NY 13214~~  
as their interests may appear

2965 East Dublin-Granville Road  
Columbus, Ohio 43229

*David L. Miller*  
(Signature of Debtor)

David L. Miller  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*W. Dettmore*  
(Signature of Secured Party)

W. Dettmore  
Type or Print Above Signature on Above Line

11

207809

[FOR FILING WITH THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY]

510 434

Not to be recorded in Land Records

Not subject to Recordation Tax

FINANCING STATEMENT

1. Debtor: City of Annapolis, Maryland (the "City")  
Address: City Hall  
Municipal Building  
Annapolis, Maryland 21401

2. Secured Party:

Signet Bank/Maryland, Escrow Deposit Agent, as Escrow Deposit Agent under an Escrow Deposit Agreement with the City, dated as of April 8, 1987 (the "Escrow Deposit Agreement"), and entered into for the benefit of the holders from time to time of the callable maturities of the City's Public Improvements Bonds, 1982 Series, dated November 1, 1982 and the callable maturities of the City's Public Improvements Bonds, 1984 Series, dated November 1, 1984.

Address: 7 St. Paul Street  
Baltimore, Maryland 21202

RECORD FEE 11.00  
POSTAGE .50  
#03384 0345 R01 114737

3. This Financing Statement covers all funds, moneys and Escrowed Obligations, as such term is defined in the Escrow Deposit Agreement, deposited in or credited to the Escrow Deposit Fund established by Section 2.02 of the Escrow Deposit Agreement.

APR 7 87  
T.B.

4. Proceeds of collateral are covered hereunder.

5. The principal amount of the debt initially incurred is None.

Debtor: City of Annapolis, Maryland

By: Dennis M. Callahan  
Dennis M. Callahan  
Mayor

Mailed to Secured Party

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

6403a:03/25/87  
7647-25

1108



STATE OF MARYLAND

BOOK 510 FILE 435

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 263543

RECORDED IN LIBER 502 FOLIO 191 ON 9-3-86 (DATE)

1. DEBTOR

Name Hollerbach & Andrews Equipment Co., Inc.

Address 8414 Washington Blvd. Jessup, Md. 20794

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, Md. 21061

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

3. Maturity date of obligation (if any)

10-00  
APR 7 87

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

Partial Release only of the following All goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, furniture and fixtures, except the following  
One(1) Swing Concrete Pump mounted on a 1980 GMC Brigadeer  
Model# EPL80/KVM 28/24 serial# 17020566 T49CIAV614294  
One(1) Swing Diesel Power Pack with Deutz engine on cross frame with castors

Mailed to Secured Party

Credit Alliance Corporation

Dated \_\_\_\_\_

(Signature of Secured Party)

Larry F Kimmel Asst. V.P.

Type or Print Above Name on Above Line

1650

510 436  
287010

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. #525830

1. Debtor(s) (Last Name First) and address(es)  
JORDAN, WAYNE C. DBA  
RAMSEY MUSIC  
161 WEST STREET  
ANNAPOLIS, MD 21401

2. Secured Party(ies) and address(es)  
YAMAHA INTERNATIONAL CORPORATION  
P.O. Box 6600  
BUENA PARK, CA 90622

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

RECORD FEE 11.00  
POSTAGE .50  
MAY 13 07 50 AM '81

4. This financing statement covers the following types (or items) of property:  
Yamaha Tennis Equipment, Skis, Archery Equipment, Golf Equipment, Tennis Shoes manufactured under the name of Asahi, Pianos and Organs, Various Musical Instruments including Everett Pianos and/or Benches, and such other products of Yamaha International Corporation, wherever located, whether now owned or hereafter acquired, and all Returns, Repossessions, Exchanges, Substitutions, Replacements, Attachments, Parts, accessories and accessions thereto.

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

APR 7 81  
AD

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

RAMSEY MUSIC  
By: *Anna Lee Atterney, Esq.*  
WAYNE C. JORDAN (s) of Debtor(s)

YAMAHA INTERNATIONAL CORPORATION  
By: *Rita Shagan*  
RITA SHAGAN (s) of Secured Party(ies)

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

Mailed to Secured Party

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 510 PAGE 437  
Identifying File No. #4920-7011

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

If transaction or transactions wholly or partially subject to 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 Lauer Construction, Inc.

Address 735 Intrepid Way, Davidsonville, Maryland 21035

2. SECURED PARTY

Name National Surety Leasing, Inc.

Address 672 Greenbriar Lane, Annapolis, Maryland 21401

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

3. Maturity date of obligation (if any) April 20, 1990

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

- One (1) Trillium Telephone System, Model 308, including:
- One (1) KSU, Serial Number 15241
- Eight (8) Telephones

Name and address of Assignee

RECORDED FEE 11.00  
POSTAGE .50  
NOV 27 1991 7:15:34

CONDITIONAL SALES CONTRACT

CHECK  THE LINES WHICH APPLY

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

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

APR 7 90  
T.B.

(Proceeds of collateral are also covered)

(Products of collateral are also covered)  
Lauer Construction, Inc.

X John B. Lauer, Jr.  
(Signature of Debtor)

John B. Lauer, Jr./President  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

11/30

Mailed to Secured Party

NATIONAL SURETY LEASING, INC.

Carole R. Hardesty  
(Signature of Secured Party)

Carole R. Hardesty

Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 510 PAGE 438

Identifying File No. 007012

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

If transaction or transactions wholly or partially subject to 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 MARTHA  
Jefferson & ~~Mary~~ Chairs, III  
Address 1468 Long Point Road Pasadena, Maryland 21122

RECORD FEE 12.00  
POSTAGE .50  
#03937 CTT7  
APR 15 1987  
T.B.

2. SECURED PARTY

Name MAROX LEASING COMPANY  
Address P.O. Box 463  
Joppa, Maryland  
Person and Address to Whom Statement Is To Be Returned If Different From Above. 81085-0463

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

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

2 - Model Tool Cabinets, S/N 9890  
0686

Name and address of Assignee

CHECK  THE LINES WHICH APPLY

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

Jefferson Chairs, III  
(Signature of Debtor)  
Type or Print Above Name on Above Line

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

Heise Schetz  
(Signature of Secured Party)  
Type or Print Above Signature on Above Line

1050

287013

BOOK 510 PAGE 439

TO BE  
 NOT TO BE
 } RECORDED IN LAND RECORDS
 
 SUBJECT TO  
 NOT SUBJECT TO
 
 } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s):

BUILDERS LEASING COMPANY  
Name or Names—Print or Type

SUITE 1703, 10401 GROSVENOR PLACE, ROCKVILLE, MD 20852  
Address—Street No., City - County State Zip Code

Name or Names—Print or Type \_\_\_\_\_

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

2. Secured Party:

MELLON BANK (EAST) NATIONAL ASSOCIATION  
Name or Names—Print or Type

MELLON BANK CENTER PHILADELPHIA, PA 19102  
Address—Street No., City - County State Zip Code

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

See Attachments

4. If above described personal property is to be affixed to real property, describe real property.

RECORD FEE 13.00  
 POSTAGE .50  
 #03942 0777 R01 T15:43  
 APR 7 87

5. If collateral is crops, describe real estate.

T.B.

6. Proceeds of collateral  are  are not covered.  
 7. Products of collateral  are  are not covered.

Mailed to Secured Party

DEBTOR(S): Builders Leasing Company  
 by: Bresler & Reiner, Inc.  
*Philip Friedman*  
 (Signature of Debtor) TREAS.

SECURED PARTY:  
Mellon Bank (East) National Association  
 (Company, if applicable)

Philip Friedman, Treasurer  
 Type or Print

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

\_\_\_\_\_  
 Type or Print

*P. Anellia*  
 (Signature of Secured Party)

P. Anellia, Documentation Officer  
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:  
 Mellon Bank (East) National Association  
 Name and Address Mellon Bank Center, Philadelphia, PA 19102-2475  
 Attn: Documentation Support Unit - 194-1700

1. The equipment and other personal property described in the schedules attached hereto (the "Equipment"), being the Equipment leased under that certain Equipment Schedule No. 14 dated July 18, 1986, executed pursuant to that certain Master Equipment Lease dated as of July 24, 1985, including all existing and future subleases, amendments, riders, schedules and supplements thereto (collectively, the "Lease"), between the Debtor, as lessor, and The North Arundel Hospital Association, Inc., as lessee, together with all accessories, parts, attachments and appurtenances appertaining or attached to any of the Equipment, and all substitutions, trade-ins, renewals and replacements of, and improvements and accessions to any and all of said Equipment, and in each case whether now owned or hereafter acquired;
2. All right, title and interest of the Debtor, as lessor, in and to the Lease and all amounts of rent, insurance proceeds, indemnity (but specifically excluding any tax indemnity pursuant to Rider No. 1, the Tax Indemnification Leverage, executed pursuant to and attached to the Lease) or other payments of any kind for or with respect to any item of Equipment, and other sums due and to become due thereunder (including, without limitation, casualty values), including any and all extensions or renewals thereof insofar as the same cover or relate to the Equipment;
3. Together with all the proceeds (cash and non-cash), issues, income, profits, all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, and books and records related to, arising from, or in connection with the foregoing.

Mailed to Secured Party

SCHEDULE

510 440 - A

<u>Manufacturer</u>	<u>Quantity</u>	<u>Description</u>
CGR	1	IBIS III Radiographic/Fluoroscopic Diagnostic X-Ray System
CGR	1	Hyperlux High Contrast Image System
CGR	1	Vidilux 525L TV Camera
CGR	1	Interface

Referred to Secured Party

287011

Recorded:

BOOK 510 PAGE 411

State: MARYLAND

County: ANNE ARUNDEL

FINANCING STATEMENT

Debtor: Telenet Communications Corporation  
12490 Sunrise Valley Drive  
Reston, Virginia 22096

RECORD FEE 11.00  
POSTAGE .50  
APR 7 1987

Secured Party: Union-Tidewater Financial Company, Inc.  
7 St. Paul Street  
Baltimore, Maryland 21202  
Attn: Vice President

T.B.

Collateral: Telecommunications equipment leased by Debtor to the Federal Aviation Administration (FAA) and all accessories, attachments, replacements, renewals, substitutions, modifications, improvements and additions thereto, now existing or hereafter acquired, and all rents, issues, incomes, profits and proceeds thereof including insurance proceeds. All of Debtor's rights to rental payments under, and Debtor's other rights and remedies with respect to, the Lease between FAA and Uninet, Inc. (Contract No. DTFA01-86-C-00015 dated March 6, 1986, and all proceeds thereof.

TELENET COMMUNICATIONS CORPORATION

By: Jack Greenberg  
Print Name, Title: Jack Greenberg, Vice President and General Counsel

UNION-TIDEWATER FINANCIAL COMPANY, INC.

By: Laurie L. Zissimos  
Print Name, Title: Laurie L. Zissimos, Asst. Vice Pres.

Please return to: Alice M. Brown  
1100 Charles Center South  
36 South Charles Street  
Baltimore, Maryland 21201

51K

11/80



BOOK 510 PAGE 442

207315

**FINANCING STATEMENT** FORM UC-71  
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. \_\_\_\_\_  
SIGNATURES MUST BE IN INK

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

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

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

1. DEBTOR

Name Thomas E. & Anita L. Comstock  
Address 1021 Ulmstead Circle Arnold, MD. 21012

2. SECURED PARTY

Name First Commercial Corp.  
Address 303 Second Street Annapolis, Md. 21403

RECORD FEE 12.00  
POSTAGE 50  
403749 CTR 201 1151-49  
APR 7 87

T.B.

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

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

4. This financing statement covers the following type(s) or item(s) of property: (List)

1986 Catalina 38, LOA 38', Beam 11 8/10 Hull # CTH03311586  
1986 Universal, single 24HP, Engine serial # 311672NF011

ANCHORAGE: Arnold Maryland

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

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

Thomas E. Comstock  
(Signature of Debtor)

Anita L. Comstock  
(Signature of Debtor)

[Signature]  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

First Commercial Corp.  
Type or Print Above Signature on Above Line

12.00

Anne Aronoff  
3/17/87

BOOK 510 PAGE 443

207016

1. No. of sheets		State Billing Amount No.	For Filing Officer (Date, Time, Number, and Filing Office) <b>DO NOT WRITE IN THIS SPACE</b>
2. Debtor(s) (Last name first, address(es), Soc. Sec. No. — Tax I.D. No.) O/E SYSTEMS, INC. 3290 W. Big Beaver, Ste. 116 Troy, Michigan 48084	3. Secured Party(ies) and address(es) NATIONAL BANK OF DETROIT 611 Woodward Avenue Detroit, Michigan 48226		RECORD FEE 11.00 POSTAGE 50 MICHIGAN 0717 AM 7-15-57 JUL 7 57 T.B.
4. Name and address(es) of assignee(s) (if any)	CHECK <input checked="" type="checkbox"/> if applicable 5 <input checked="" type="checkbox"/> Products of collateral are also covered 6 <input type="checkbox"/> Collateral was brought into this state subject to a security interest in another jurisdiction.		

7. This financing statement covers the following types (or items) of property  
Inventory, equipment, accounts, chattel paper, lease agreements and lease rentals  
wherever located and whenever arising.

O/E SYSTEMS, INC.  
By: Chris M. Payne  
Signature(s) of Debtor(s)

NATIONAL BANK OF DETROIT  
by: Harold T. Perle  
Signature of Secured Party or Assignee of Record

Secretary of State Copy

RIEGLE PRESS, FLINT, MICH

307017

BOOK 510 PAGE 441

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code 3. Maturity date (if any):

Loyola Federal Savings and Loan Association  
XXXXXXXXXXXXXXXXXXXX  
1215 New Hammonds Ferry Road  
Glen Burnie, MD

Northern Telecom Finance Corporation  
Northern Telecom Plaza  
220 Athens Way  
Nashville, TN 37228-1399

For Filing Officer (Date, Time, Number, and Filing Office)  
RECORD FEE 11.00  
POSTAGE .50  
NOV 22 0777 101 11:53  
MR 7 BT  
T.B.

4. This financing statement covers the following types (or items) of property:  
All of the machinery and equipment ("Equipment") that is the subject of that certain equipment lease agreement dated 10/14/80 ("Lease") between Northern Telecom Finance Corporation, as Lessor ("Lessor") and Loyola Federal Savings and Loan Association as Lessee ("Lessee"), certain of which equipment is set forth on Schedule A2 attached hereto and incorporated herein by reference, including all substitutions, renewals, replacements, improvements, additions, attachments, accessions and appurtenances thereto and all proceeds and products of the foregoing, including all rents and sums due or to become due under said Lease and all monies received in respects thereof and all proceeds including said insurance proceeds. The execution and filing (or recording) of this financing statement is not intended to convert this transaction between the Lessor and the Lessee into a transaction intended for security, but instead is intended to give notice to all interested parties of the Lessor's absolute ownership of the Equipment, and as a precaution, to also perfect a security interest in favor of Lessor in the Equipment in the event a Court of proper jurisdiction should finally determine that the Lease between the Lessor and Lessee is a lease intended for security.  
NOT SUBJECT TO RECORDATION TAX

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

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

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

Filed with Anne Arundel County Lease #37017

Loyola Federal Savings and Loan Association  
By [Signature]  
Signature

Northern Telecom Finance Corporation  
By [Signature]  
Signature

(1) Filing Officer Copy—Alphabetical

STANDARD FORM - FORM UCC-1.

BOOK 510 PAGE 445

SCHEDULE A-2  
EQUIPMENT LISTING

1	IBM AT 30MB DRIVE
1	360 DRIVE
1	IBM COLOR MONITOR
1	IBM COLOR CARD
1	EPSON FX 286
1	TELEMATE VERSION 2
1	ANNUAL SUPPORT VERSION 2

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

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

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

Identification No. 265168

Recorded December 16, 1986

Recorded among the Financing Records of Anne Arundel County Liber 506  
Pg. 178

1. Debtor(s) { ALAN L. and BEATRICE S. IMMEL  
Name or Names—Print or Type  
513 Williamsburg Lane, Odenton, MD 21113 (A.A.Co.)  
Address—Street No., City - County State Zip Code

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 10.00  
POSTAGE .50

#03979 LIT R01 109:08  
APR 8 87

<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.)  * Subordination</p>

\*The undersigned secured party hereby subordinates the aforesaid Financing Statement to that Deed of Trust between Alan L. Immel and Beatrice S. Immel, His wife, and C. Jared Hale and Peggy Guthrie, Trustees for American Home Funding, Inc., fsb, dated February 12, 1987 covering the real property at 513 Williamsburg Lane, Anne Arundel County, Maryland, to be recorded among the Land Records of Anne Arundel County securing the sum of \$89,000.00.

Dated: February 12, 1987

Sears, Roebuck and Company

Name of Secured Party

*M.S. Drought*

Signature of Secured Party

M. S. Drought - Credit Central Mgr.  
Type or Print (Include Title if Company)

10-  
50

207013

BOOK 510 PAGE 447

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)

TIMOTHY M. LUST  
SHAWN-DELL M. LUST  
39 WAYSONS MOBILE COURT  
LOTHIAN MD 20711

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

GREEN TREE ACCEPTANCE INC.  
2200 QPITZ BLVD ; #245  
WOODBRIIDGE, VA 22191

RECORD FEE 12.00  
POSTAGE 5.00  
#03985 CTT77 R01 109 125  
APR 8 97

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

1977 SKYLINE HILLCREST  
70 X 14 SERIAL # 02110621K  
"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)

T.B.

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

X  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)

TIMOTHY M. LUST SHAWN-DELL M. LUST GREEN TREE ACCEPTANCE INC.

*Timothy M. Lust* *Shawn-Dell M. Lust* *Andrea Samuel*

Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)  
(Required only if Item 10 is checked)

(3/83) (1) FILING OFFICER COPY—NUMERICAL  
STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

Equipment is Leased. Filed for information purposes only.

Sixty (6) months

FINANCING STATEMENT FORM UCC-1

Identifying File No. 257010

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 DavCo Food, Inc.

Address 1657 Crofton Blvd., Crofton, MD 21114

2. SECURED PARTY

Name MetLife Capital Credit Corporation

Address Ten Stamford Forum, P.O. Box 601  
Stamford, CT 06904

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

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

4. This financing statement covers the following types (or items) of property: (list)  
One complete lot of furniture, fixtures and equipment located at:  
Wendy's Old Fashioned Hamburgers  
1660 Whitehead Court  
Baltimore, MD 21207  
Collateral more fully described on Exhibit A, made a part hereof and attached hereto.

RECORD FEE 11.00  
POSTAGE 50  
MD4006 CTTI R01 T09748  
MAY 9 97

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)

DavCo Food, Inc.  
(Signature of Debtor)

✓ Harvey Rothstein Exec. V.P.  
Type or Print Above Name on Above Line

✓ *Henry [Signature]*  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Metlife Capital Credit Corporation

✓ *Michael [Signature]*  
(Signature of Secured Party)

✓ MICHAEL LAX  
Type or Print Above Signature on Above Line

EXHIBIT A

Equipment Location: Wendy's Old Fashioned Hamburgers  
1660 Whitehead Court  
Baltimore, MD 21207

Fire Protection System  
Burglar Alarm  
Menu Boards  
Equipment Package  
Intercom System  
Beverage System  
Cash Register  
Power Surges  
Ice Tea Urn  
Bun Freezer  
Walk In Cooler  
Walk In Metro Seals  
Food Processor  
Coffee Machine  
Wedge Witch/Veg. Slicer  
Exhaust Hoods & Fans  
Hook-Up Refrigeration  
Ice Machine  
Decor Package  
Chicken Fryer  
Ceiling Fans & Lamps  
Rail System  
Chairs  
Chicken Warmer  
Lettuce King  
Carpet  
Poster Stand  
Safe  
Wet Floor Sign  
Wasserstrom Smallwares

STATE OF MARYLAND

510 440

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258543

RECORDED IN LIBER 490 FOLIO 37 ON 9/23/85 (DATE)

1. DEBTOR

Name KELLEY VENDING INC.  
Address 300 LEGION AVENUE ANNAPOLIS, MARYLAND 21401

2. SECURED PARTY

Name NATIONAL VENDORS, A DIVISION OF UNIDYNAMICS CORPORATION  
Address 5055 NATURAL BRIDGE ST. LOUIS, MISSOURI 63115

STATE FEE 30.00  
POSTAGE .50  
TOTAL 30.50

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

APR 8 87

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input checked="" type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>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>TO SHOW ADDITIONAL DEBTOR:.....</p> <p><u>BY:</u> <u>KELLEY VENDING SERVICES, INC.</u> 7901 F YARNWOOD COURT SPRINGFIELD, VIRGINIA 22153</p> <p><u>William J. Beam</u> WILLIAM J. BEAM</p> <p><u>John H. Harrison</u> JOHN H. HARRISON</p> <p><u>H. Richard Farck</u> H. RICHARD FARCK</p> <p><u>Robert L. Sauls</u> ROBERT L. SAULS</p>		

Dated AS OF 2/11/87

NATIONAL VENDORS, A DIVISION OF UNIDYNAMICS CORPORATION

Arthur F. Ruprecht  
(Signature of Secured Party)

ARTHUR F. RUPRECHT, TREASURER  
Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 510 PAGE 451

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258544

RECORDED IN LIBER 490 FOLIO 38 ON 9/23/85 (DATE)

1. DEBTOR

Name KELLEY VENDING INC.  
Address 300 LEGION AVENUE ANNAPOLIS, MARYLAND 21401

2. SECURED PARTY

Name NATIONAL VENDORS, A DIVISION OF UNIDYNAMICS CORPORATION  
Address 5055 NATURAL BRIDGE ST. LOUIS, MISSOURI 63115

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

3. Maturity date of obligation (if any)

RECORDED FE 10.00  
POSTAGE .50  
#04003 DTI R01 109150  
APR 8 87

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: AMENDMENT</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>TO SHOW ADDITIONAL DEBTOR: . . . . .</p> <p>BY: <u>[Signature]</u> VENDING SERVICES, INC. 7901 F YARNWOOD COURT SPRINGFIELD, VIRGINIA 22153</p> <p><u>[Signature]</u> WILLIAM J. BEAM <u>[Signature]</u> JOHN H. HARRISON <u>[Signature]</u> H. RICHARD FALC <u>[Signature]</u> ROBERT L. SAULS</p>	

Dated AS OF 2/11/87

NATIONAL VENDORS, A DIVISION OF UNIDYNAMICS CORPORATION  
[Signature]  
(Signature of Secured Party)  
ARTHUR F. RUPRECHT, TREASURER  
Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 510 FILE 451

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258545

RECORDED IN LIBER 490 FOLIO 39 ON 9/23/85 (DATE)

1. DEBTOR

Name KELLEY VENDING INC.  
Address 300 LEGION AVENUE ANNAPOLIS, MARYLAND 21401

2. SECURED PARTY

Name NATIONAL VENDORS, A DIVISION OF UNIDYNAMICS CORPORATION  
Address 5055 NATURAL BRIDGE ST. LOUIS, MISSOURI 63115

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

RECORD FEE 10.00  
POSTAGE .50

APR 8 1987

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 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> AMENDMENT <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
<p>TO SHOW ADDITIONAL DEBTOR.....</p> <p>BY: <i>William J. Beam</i> WILLIAM J. BEAM</p> <p><i>John H. Harrison</i> JOHN H. HARRISON</p> <p><i>H. Richard Falck, Pres</i> H. RICHARD FALCK</p> <p><i>Robert L. Sauls</i> ROBERT L. SAULS</p> <p>VENDING SERVICES, INC. 7901 F YARNWOOD COURT SPRINGFIELD, VIRGINIA 22153</p>	

Dated AS OF 2/11/87

NATIONAL VENDORS, A DIVISION OF UNIDYNAMICS CORPORATION  
*Arthur F. Ruprecht*  
(Signature of Secured Party)  
ARTHUR F. RUPRECHT, TREASURER  
Type or Print Above Name on Above Line

IO #266921

510 152

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)

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

Stammer's Marine Center, Inc.  
8938 Fort Smallwood Rd.  
Pasadena, MD 21122

General Electric Credit Corporation  
320 120th Ave. NE Ste. 200  
Bellevue, WA 98005

RECORD FEE 11.00  
POSTAGE .50  
WA4013 077 R01 10:12  
APR 8 '87  
T.B.

(3) (a)  Collateral is or includes fixtures.  
(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered.  
(c)  Crops Are Growing Or To Be Grown On Real Property Described In Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

For Filing Officer

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

\*See Attached Exhibit A

\*Not subject to Recordation Tax

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Secured Party(ies) [or Assignees]

General Electric Credit Corporation

STAMMER'S MARINE INC.

(By) *Mr. J. Stammer*  
Standard Form Approved by N.C. Sec. of State and other states shown above.

(By)

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

- (1) Collateral is subject to Security Interest In Another Jurisdiction and   
 Collateral Is Brought Into This State  
 Debtor's Location Changed To This State  
(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

UCC-1

## EXHIBIT 'A'

Debtor hereby grants to Secured Party a security interest in all of Debtor's inventory, now existing or hereafter acquired, wherever located, whether in dry storage or in water, whether new, used or repossessed, including, but not limited to, all boats, ships, vessels, yachts, motors, trailers, hulls, watercraft and other artificial contrivances used or capable of being used as a means of transportation on water, and all equipment, parts, accessories, appurtenances and supplies now or hereafter related or affixed thereto or intended for use in connection therewith, and all accounts, contract rights, documents, instruments, accounts receivable, general intangibles, chattel paper and books and records, and all reserves or security deposits, and all funds or property in possession of or in transit to or from Secured Party together with any of the foregoing property returned to or repossessed by or on behalf of Debtor, including such of the same as may be after-acquired property; and any and all accessions to, substitutions for, products and proceeds of the foregoing.

BOOK 510 PAGE 454

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)

Lessee  
Michael L. Baulsir  
DBA: Sir Speedy 7326  
1908-A Forest Drive  
Annapolis, MD 21401

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

Lessor  
Canyon Capital, Inc.  
P. O. Box 30558  
Billings, MT 59114

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
POSTAGE .50  
RECORDED & INDEXED 110:17  
APR 8 87

Liber 487 Page 382

4. This statement refers to original Financing Statement bearing File No. 257642

Filed with Anne Arundel County Date Filed July 30 19 85

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. Printing Equipment Lease No 259

Assignee of Secured Party  
Norwest Leasing, Inc.  
Cargill Bldg.  
7th and Marquette  
Minneapolis, MN 55479

XX

No. of additional Sheets presented:

Canyon Capital, Inc.

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

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

2189s:2  
LFH/sms  
1/27/87

510 455

26622

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

This transaction is not exempt from the recordation tax. The principal amount of the debt incurred or to be incurred is \$185,000.00. Recordation tax on that amount has been paid to the Clerk of the Circuit Court for Anne Arundel County, Maryland, in connection with the recordation of the Deed of Trust hereinafter defined.

FINANCING STATEMENT

1. DEBTOR: ARUNDEL GERIATRIC AND NURSING CENTER LIMITED PARTNERSHIP I, a Maryland Limited Partnership
2. DEBTOR'S ADDRESSES:
  - (i) 7355 Furnace Branch Road  
Glen Burnie, Anne Arundel County, Maryland, 21061,
  - (ii) Suite 10,  
205 East Joppa Road  
Towson, Baltimore County, Maryland, 21204.
3. SECURED PARTY: MERCANTILE SAFE DEPOSIT AND TRUST COMPANY
4. SECURED PARTY'S ADDRESS: 409 Washington Avenue  
Towson, Maryland 21204  
Attn: Thomas W. Hodgins

RECORD FEE 19.00  
POSTAGE .50

APR 8 1987

APR 8 87

T.B.

5. This Financing Statement covers, and the Debtor grants the Secured Party a security interest in and to all of the Debtor's right, title, and interest in and to all of the tangible and intangible assets owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements or substitutions and renewals thereof including but not limited to all of the following kinds and types of property:

- (a) Accounts;
- (b) Chattel Paper;
- (c) Documents;
- (d) Equipment;
- (e) Fixtures;
- (f) General Intangibles;
- (g) Goods;
- (h) Instruments;

19- .50

- (i) Inventory; and
- (j) All records relating to the above collateral

The terms "Accounts", "Chattel Paper", "Documents", "Equipment", "Fixtures", "General Intangibles", "Goods", "Instruments", and "Inventory" as used shall have the same respective meanings as are given to those terms in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended.

7. This Financing Statement further covers, and the Debtor grants to the Secured Party a security interest in and to, the following kinds and types of property owned by the Debtor, or in which the Debtor has an interest, wherever located, whether now existing or hereafter acquired.

- 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 Real Property, including 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, counters, storage racks, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculpture, 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, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the 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, 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 of the proceeds of the voluntary and involuntary conversion of the real and personal property secured by the Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
- d. All rents, profits, and benefits, 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 Property.
- e. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers to secure payments of the contract price and performance of the terms and conditions of any contract of sale of the Real Property.
- f. 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, which security interest shall be independent of and in addition to any right of set-off which the Secured Party may have.
- g. All of those plans and specifications, reviewed and approved by the Secured Party, for the construction of certain improvements upon the Real Property, including all amendments and revisions thereto.
- h. All Records relating to the herein-described collateral or the Real Property, except to the extent any or all of the foregoing may be subject to an attorney-client privilege or any other privilege recognized by law.

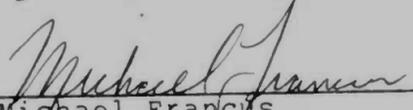
As used herein, the term "Deed of Trust" shall mean that certain Deed of Trust and Security Agreement of even date herewith and recorded among the Land Records of Anne Arundel County, Maryland, from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Deed of Trust serves as a Security Agreement which creates the security interest evidenced by this Financing Statement.

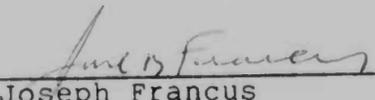
The term "Real Property" shall mean the real estate described in the Deed of Trust and also known as 7355 Furnace Branch Road, Glen Burnie, Maryland 21061. Some of the above-described personal property is to be affixed to or is part of the Real Property. The Debtor is the record owner of the Real Property.

The term "Records" shall mean and include all records of every kind, type, and variety relating to the Real Property, including without limitation, all plans and specifications, correspondence, lists, invoices, compilations, statements, programs, materials, workpapers, reports, memoranda, tapes, discs, papers, books and other documents, or transcribed information of any type, whether expressed in ordinary or machine language, except to the extent any or all of the foregoing may be subject to an attorney-client privilege or any other privilege recognized at law.

7. 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.

ARUNDEL GERIATRIC AND NURSING  
CENTER LIMITED PARTNERSHIP I,  
a Maryland limited partnership,  
by its general partners,

  
\_\_\_\_\_  
Michael Francis (SEAL)

  
\_\_\_\_\_  
Joseph Francis (SEAL)

Dated: January 27, 1987

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

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

2189s:2  
LFH/sms  
1/27/87

207000

BOOK 510 PAGE 459

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 addresses)  
THE FIRESTONE TIRE & RUBBER COMPANY  
1200 Firestone Parkway  
Akron, Ohio 44317

2 Secured Party(ies) and addresses)  
STRATFORD LEASING COMPANY  
105 Revere Drive  
Northbrook, Illinois 60062

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

4 This financing statement covers the following type(s) of property:  
  
This is intended to give notice that a True Lease #1580, Schedule B has been entered into covering the equipment whose location and description are more fully described on the attached Certificate(s) of Acceptance No(s). 1.  
  
"COLLATERAL IS NOT SUBJECT TO RECORDATION TAX."

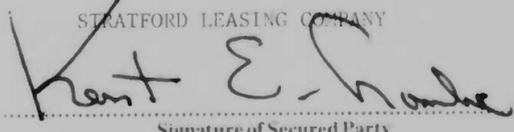
RECORD FEE 11.00  
POSTAGE .50  
#04032 CTTI R01 T10:28  
APR 87  
  
5 ASSIGNEE OF SECURED PARTY T.B.  
COLONIAL BANK & TRUST COMPANY  
5850 West Belmont Avenue  
Chicago, Illinois 60634

6 Complete only when filing with Judge of Probate:  
The initial indebtedness secured by the financing statement is \$

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

Filed with: Ann Arundel County, Maryland

THE FIRESTONE TIRE & RUBBER COMPANY  
By:   
Signature(s) of Debtor(s)

STRATFORD LEASING COMPANY  
By:   
Signature of Secured Party

(STANDARD)  
(1) FILING OFFICER COPY-ALPHABETICAL

Mailed to Secured Party

BOOK 510 PAGE 460

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261302

RECORDED IN LIBER Book 496 Pg. 657 FOLIO 657 ON April 15 1986 (DATE)

RECORD FEE 10.00  
POSTAGE .50  
COMM. OFF. ROI T10436  
APR 2 87

1. DEBTOR

Name ELITE YACHTS DE FRANCE, INC.  
Address 410 Severn Ave., Suite 206, Annapolis, MD 21403

2. SECURED PARTY

Name SOCIETE GENERALE INTERNATIONAL, INC.  
Address 1100 Louisiana, Suite 1960, HOUSTON, TX 77002

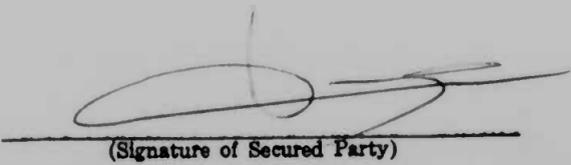
Person And Address To Whom Statement Is To Be Returned If Different From Above.

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

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <u>TERMINATION</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>JEANNEAU SUN FIZZ #23144 EC "YACHTING LOCATION V"</p>	

Dated 1/28/87



(Signature of Secured Party)

JACQUES Lidome

Type or Print Above Name on Above Line

16-52

510 451

FINANCING (CHATTEL) RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

Not subject to Recordation Tax

FINANCING STATEMENT

- 1. Debtor: CROMWELL FOUNTAIN ASSOCIATES  
Address: 114 East Lexington Street  
Third Floor  
Baltimore, Maryland 21202  
Attn: Thomas L. Carter, Jr.
- 2. Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: 8401 Colesville Road  
Silver Spring, Maryland 20910  
Attn: Real Estate Department

21202 FEE 18.00  
#04151 0345 RM 113:01  
APR 8 '87

T.B.

3. 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 described in Paragraph 6 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Debtor may now or shall hereafter become entitled or may demand or claim, arising or issuing from or out of any leases of any portion of the Premises or from or out of the Premises or any part thereof;

Handwritten initials or mark.

(c) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all awards and other compensation heretofore or hereafter to be made to the Debtor in any taking by eminent domain, or by deed in lieu thereof, either permanent or temporary, of all or any portion of the Premises or any easement or any appurtenance thereto, including severance and consequential damages and change in grade of any street; and

(d) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all insurance policies pertaining to the Premises and all proceeds thereof.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the Premises 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.

4. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits of even date given by the Debtor to trustees 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 owed by the Debtor to the Secured Party.

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

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

DEBTOR:

CROMWELL FOUNTAIN ASSOCIATES

By: Frank J. Scott, Sr. [SEAL]  
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

EXHIBIT A

BOOK 510 FILE 483

ANAREX, INC.  
DEVELOPMENT SERVICES  
ENGINEERS - SURVEYORS  
EXPEDITORS - PLANNERS  
503 RITCHIE HIGHWAY SUITE 1E  
SEVERNA PARK, MARYLAND 21146-2996

March 18, 1987

DESCRIPTION OF 23.655 ACRES, MORE OR LESS  
CROMWELL SECTION ONE  
FIFTH DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

TELEPHONE  
544 0234  
544 0279

Beginning for the same at the Southwesternmost corner of the plat "CROMWELL SECTION I" prepared by Anarex, Inc. and intended to be recorded among the Land Records of Anne Arundel County, Maryland said point of beginning marks the intersection of the second line of the conveyance from Columbia Shopping Center Inc. to Harold W. Scott et al recorded among the Land Records of Anne Arundel County, Maryland in Liber 1637, Folio 155, with the North side of New Ordinance Road MD Route 710 as shown on State Roads Commission plat number 38772; thence leaving said point of beginning so fixed and running with and binding along a portion of the aforementioned second line, and running with and binding along a portion of the boundary as shown on the aforesaid plat "CROMWELL SECTION I,"

- 1) North 03 degrees 52 minutes 17 seconds West 183.37 feet to a point of curvature; thence running for new lines of division across a portion of the land conveyed by Frank B. Cromwell to the Arundel Corporation by Deed dated August 19, 1953 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 777, Folio 277, as shown on the aforementioned plat,
- 2) Northeasterly 701.08 feet along the arc of a curve deflecting to the right having a radius of 630.00 feet and a chord of North 28 degrees 00 minutes 31 seconds East 665.46 feet to a point of tangency; thence,
- 3) North 59 degrees 53 minutes 18 seconds East 100.00 feet to a point of curvature; thence,
- 4) Northeasterly 249.75 feet along the arc of a curve deflecting to the left having a radius of 470.00 feet and a chord of North 44 degrees 39 minutes 55 seconds East 246.82 feet,

EXHIBIT TO SAFECO BINDER NO. 85-088

March 18, 1987

BOOK 510 PAGE 464

- 5) South 60 degrees 33 minutes 28 seconds East 400.93 feet, and
- 6) South 65 degrees 04 minutes 31 seconds East 401.81 feet,
- 7) North 24 degrees 55 minutes 29 seconds East 250.00 feet,
- 8) South 65 degrees 04 minutes 31 seconds East 270.65 feet to intersect the Westernside of Maryland Route 10, Arundel Expressway, as shown on State Roads Commission Plat Number 38765; thence running with and binding along a portion of the Western and Northern sides of the Arundel Expressway connecting ramp to New Ordinance Road as shown on State Road Commissions Plats 38765, 33793 and 38772 as shown as the boundary on the aforementioned plat "Cromwell Section One",
- 9) South 10 degrees 58 minutes 53 seconds West 58.15 feet,
- 10) South 20 degrees 39 minutes 31 seconds West 59.49 feet,
- 11) South 20 degrees 15 minutes 49 seconds West 119.69 feet,
- 12) South 20 degrees 23 minutes 27 seconds West 84.92 feet,
- 13) South 18 degrees 23 minutes 23 seconds West 44.05 feet,
- 14) Southwesterly 601.52 feet along the arc of a curve deflecting to the left having a radius of 640.00 feet and a chord of South 60 degrees 25 minutes 05 seconds West 579.67 feet,
- 15) South 85 degrees 13 minutes 57 seconds West 873.92 feet,
- 16) South 73 degrees 23 minutes 34 seconds West 129.81 feet, and
- 17) South 89 degrees 02 minutes 06 seconds West 8.00 feet to the point of beginning.

Containing in all 23.655 acres of land, more or less.

Being a part of that land conveyed by Frank B. Cromwell to the Arundel Corporation by Deed dated August 19, 1953 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 777, Folio 277.

BOOK 510 FILE 455

IOH  
266923

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): Royal Roofing 410 Pine Terrace Glen Burnie, MD 21061 Anne Arundel County	2. Secured Party(ies) Name(s) and Address(es): Sellmore Industries, Inc. 815 Smith Street Buffalo, NY 14206 Erie County	4. For Filing Officer, Date, Time, No. Filing Office: <del>APR 8 1987</del> APR 8 1987
--	---	--

5. This Financing Statement covers the following types (or items) of property: The Dealer hereby grants to the Seller a continuing security interest in all of the furniture, fixtures, equipment, motor vehicles and inventory of the Dealer now owned or hereafter acquired by the Dealer and in all of the Dealers Contract rights and Accts. Receivable now existing or hereafter created or arising, and in the proceeds thereof, (hereinafter called the collateral). Equipment subject to recordation tax of \$ 5,000.  
 Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es):  
APR 8 87

7.  The described crops are growing or to be grown on. \*  
 The described goods are or are to be affixed to. \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on. \*  
\*(Describe Real Estate Below)  
RECORDING FEE 11.00  
RECORDING TAX 35.00  
TOTAL 46.00

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):  
 under a security agreement signed by debtor authorizing secured party to file this statement, or  
 which is proceeds of the original collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the debtor, or  as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction:  
 when the collateral was brought into the state, or  when the debtor's location was changed to this state.

By \_\_\_\_\_ Signature(s) of Debtor(s)

By Thomas H. Davis Asst Treasurer Signature(s) of Secured Party(ies)

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

BOOK 510 PAGE 480

IO# 266924

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):  
L & M Roofing Co.  
180 E. Penrod Court  
Glen Burnie, MD 21061  
Anne Arundel County

2. Secured Party(ies) Name(s) and Address(es)  
Sellmore Industries, Inc.  
815 Smith St.  
Buffalo, NY 14206  
Erie County

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

RECORD FEE 11.00  
RECORD TAX 35.00  
POSTAGE 1.50  
NOV 03 0777 PM 11:25  
APR 9 87

5. This Financing Statement covers the following types (or items) of property: The Dealer hereby grants to the Seller a continuing security interest in all of the furniture, fixtures, equipment, motor vehicles and inventory of the Dealer now owned or hereafter acquired by the Dealer and in all of the Dealers Contract rights and Accts. Receivable now existing or hereafter created or arising, and in the proceeds thereof, (hereinafter called the collateral). Equipment subject to recordation tax of \$ 5,000.  
 Products of the Collateral are also covered.

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

8. Describe Real Estate Here:

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

9. Name of a Record Owner

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

No. & Street Town or City County Section Block Lot

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

- under a security agreement signed by debtor authorizing secured party to file this statement, or
- which is proceeds of the original collateral described above in which a security interest was perfected, or
- acquired after a change of name, identity or corporate structure of the debtor, or  as to which the filing has lapsed, or already subject to a security interest in another jurisdiction.
- when the collateral was brought into the state, or  when the debtor's location was changed to this state.

Sellmore Industries, Inc.

By

Signature(s) of Debtor(s)

By

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical

(5/82)

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

MN208901.FIS  
1840

BOOK 510 PAGE 467

FRANK  
POURCE

207000

FINANCING STATEMENT

1. Names of Debtors: STEPHEN A. BERLEW  
C. MICHAEL A. BANZ  
Address: 7980-D Penn Randall Place  
Upper Marlboro, Maryland 20772

2. Name of Secured Party: MARYLAND NATIONAL BANK  
Address: Real Estate Department  
10 Light Street  
Baltimore, Maryland 21202

14.00 FEE  
50 POSTAGE  
NO 4212 C345 R01 T14:14  
APR 9 87

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

T.B.

(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 APRIL 2, 1987 from Debtors 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 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.

14  
5

BOOK 510 PAGE 455

(d) Proceeds and products of all collateral are covered.

4. Recordation tax on the principal sum of \$380,000 has been paid to the Clerk of the Circuit Court of Anne Arundel County, Maryland upon recording of the Deed of Trust.

Debtors:

Stephen A. Berlew  
Stephen A. Berlew

C. Michael Banz  
C. Michael Banz

Secured Party:

MARYLAND NATIONAL BANK

By Charles S. Fitzgerald  
Charles S. Fitzgerald  
Vice President

ATLANTIC TITLE COMPANY  
36 South Charles Street  
2301 Charles Center  
Baltimore, MD 21201

Mr. Clerk: Return to Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202  
ATTN: Jeffrey H. Seibert, Esquire

RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND
2. IN THE FINANCING STATEMENT RECORDS OF PRINCE GEORGE'S COUNTY, MARYLAND
3. WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

## EXHIBIT A

PROPERTY DESCRIPTION

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

BEGINNING FOR THE SAME at a stake set on the Northeast edge of the State Road right-of-way at Harman's over-pass at the intersection of said State Road right-of-way with the lines of C. Raymond Levis as defined on a Plat filed in the office of the State Roads Commission titled contract A. A. 73, which point of beginning is with meridian referred, now and hereafter, to said plat, North 2 degrees 50 minutes West 51.0 feet from the center of the State Road at said over-pass, thence leaving said State Road right-of-way and with the property of the Philadelphia Washington and Baltimore Railroad as defined on said Plat, North 2 degrees 50 minutes East 424.65 feet to a pipe set on the South line of Elmira Avenue, as shown on a Plat of the Shipley property, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod C-9, Plat 176, thence binding on said line of Elmira Avenue, North 80 degrees 56 minutes West 326.55 feet to a pipe set at the intersection of the South side of Elmira Avenue with the West side of Shipley Avenue, thence, binding on said side of Shipley Avenue, South 8 degrees 13 minutes West 436.5 feet to a stake set on the North side of said State Road right-of-way thence, binding on the same and the lines shown on said State Roads Plat, hereinbefore referred to, the following five courses and distances: South 71 degrees 30 minutes East 71.0 feet to a stake South 79 degrees 30 minutes East 38.0 feet to a stake, North 89 degrees 00 minutes East 66.0 feet to a stake, South 81 degrees 00 minutes East 48.0 feet to a stake and South 86 degrees 42 minutes East 143.83 feet to the beginning. Containing 3.53 acres of land, more or less, according to a survey and plat made by Edward Hall, Jr., County Surveyor, in November, 1944, together with all right, title and interest of the Grantors herein to the land adjoining and to the East of the first line of the land herein described and to the West of the tracks of the Philadelphia Washington and Baltimore Railroad.

007123

510 470

This FINANCING STATEMENT is presented to a filing office for filing pursuant to the Uniform Commercial Code. 1. Debtor(s) (Last Name First) and address(es):  
The Bay Paper Mill, Inc.  
T/A The Paper Mill  
40 W. McKinsey Road  
Severna Park, MD 21146

2. Secured Party(ies) and address(es):  
Circle Business Credit, Inc.  
110 S. Jefferson Plaza  
Whippany, NJ 07981

3. Maturity date (if any):  
4. Filing Office (Date, Time, Number, and Filing Office):

RECORD FEE 12.00  
ASSURANCE 50  
NOTARY 13.45  
TOTAL 25.95  
APR 8 87  
T.B.

5. This financing statement covers the following types (or items) of property:  
1. One (1) Hamada 660CD Press, 2-Color S/N-HR10455/HRC-3831

6. Assignments of Secured Party and Address(es):

This statement is filed without the debtor's signature to perfect a security interest in collateral. (Check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered;  Proceeds of Collateral are also covered;  Products of Collateral are also covered. No. of additional sheets presented: -0-

The Bay Paper Mill, Inc.  
T/A The Paper Mill

By: *X. Bayard*  
Signature(s) of Debtor(s)

Circle Business Credit, Inc.  
By: *X. Bayard*  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1

(1) Filing Office Copy - Alphabetical

Mailed to Secured Party

BOOK 510 PAGE 471

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 266925

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 L.R. Willson & Sons, Inc.

Address 773 Annapolis Road, P.O. Box 227 Gambrills, MD 21054

2. SECURED PARTY

Name Goodale Crane & Equipment Co., Inc.

Address Route 100, Suite 6 Toomey Bldg. Uwchland, PA 19480

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 GOODS, CHATTELS, MACHINERY, EQUIPMENT, INVENTORY, ACCOUNTS, CHATTEL PAPER, NOTES, CONTRACT RIGHTS, RECEIVABLES, ACCOUNTS RECEIVABLE, GENERAL INTANGIBLES, FURNITURE, FIXTURES AND PROPERTY OF EVERY KIND AND NATURE, WHEREVER LOCATED, NOW OR HEREAFTER BELONGING TO DEBTOR OR IN WHICH DEBTOR HAS ANY INTEREST AND ANY AND ALL PROCEEDS THEREOF AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT AND/OR IN ANY SCHEDULE PREPARED IN CONNECTION THEREWITH. THIS FORM AND/OR THE ATTACHED SECURITY AGREEMENT AND/OR SCHEDULE ARE BEING SUBMITTED FOR FILING 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)

L.R. Willson & Sons, Inc.

See attached for original signature  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Goodale Crane & Equipment Co., Inc.

See attached for original signature  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

RECORD FEE  
POSTAGE

17.00  
.50

#04229 0345 R01 114:30

APR 8 87

T.B.

17/50

CONDITIONAL SALE CONTRACT NOTE

TO: Goodale Crane & Equipment Co., Inc. FROM: L.R. Willson & Sons, Inc.
Route 100, Suite 6 Toomey Bldg. Uwchland, PA 19480 773 Annapolis Road, P.O. Box 227 Gambrills, MD 21054

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) 1981 Grove Crane, Model RT740, S/N 49191

- (1) TIME SALES PRICE \$178,478.78
(2) Less DOWN PAYMENT IN CASH \$ -0-
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ 11,000.00
(4) CONTRACT PRICE (Time Balance) \$ 167,478.78

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 773 Annapolis Road Gambrills, MD 21054

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred sixty seven thousand four hundred seventy eight and 72/100\*\*\*\*\* Dollars (\$ 167,478.72)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 18 day of April, 19 87, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 3,489.14 and the final installment being in the amount of \$ 3,489.14

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0-% per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: March 16 19 87

Accepted Goodale Crane & Equipment Co., Inc. (SEAL) (Print Name of Seller Here)

By: J.M. Goodale (Witness as to Buyer's and Co-Maker's Signature)

L.R. Willson & Sons, Inc. (SEAL) (Print Name of Buyer-Maker Here)

By: Donald E. Willson J.P. (Print Name of Co-Buyer-Maker Here)

Co-Buyer-Maker: (SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

By:

This instrument prepared by

**TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)**

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTORS-ENDORSERS SIGN HERE:**

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_\_(Guarantor-Endorser) \_\_\_\_\_(L.S.) \_\_\_\_\_(Guarantor-Endorser) \_\_\_\_\_(L.S.)  
 \_\_\_\_\_(Guarantor-Endorser) \_\_\_\_\_(L.S.) \_\_\_\_\_(Guarantor-Endorser) \_\_\_\_\_(L.S.)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: \_\_\_\_\_, 19 \_\_\_\_\_ (Witness) \_\_\_\_\_ By: \_\_\_\_\_ (Signature: Title of Officer, "Partner" or "Proprietor") (SEAL) Signature of Seller

CONDITIONAL SALE CONTRACT NOTE

BOOK 510 PAGE 474

TO: Goodale Crane & Equipment Co., Inc. FROM: L.R. Willson & Sons, Inc.
Route 100, Suite 6 Toomey Bldg. Uwchland, PA 773 Annapolis Road, P.O. Box 227 Gambrills, MD 21054

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) 1981 Grove Crane, Model RT740, S/N 49191

- (1) TIME SALES PRICE \$178,478.78
(2) Less DOWN PAYMENT IN CASH \$ -0-
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ 11,000.00
(4) CONTRACT PRICE (Time Balance) \$167,478.78

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 773 Annapolis Road Gambrills, MD 21054

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred sixty seven thousand four hundred seventy eight and 72/100\*\*\*\*\* Dollars (\$ 167,478.72)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 18 day of April, 19 87, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 3,489.14 and the final installment being in the amount of \$ -0- %

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 Seller, whether arising hereunder or otherwise, in any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKER(S):

Date: March 16, 19 87

Accepted Goodale Crane & Equipment Co., Inc. (SEAL)

By: [Signature] (Print Name of Seller Here)

L.R. Willson & Sons, Inc. (SEAL)

By: [Signature] (Print Name of Buyer/Maker Here)

Co-Buyer-Maker: (SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by

CAL 2XD(1-75)

(See Instructions on Reverse Side of Last Page)

© 1975 CREDIT ALLIANCE CORPORATION

2

ORIGINAL FOR FILING-NON-NEGOTIABLE

**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: (F) 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 SALES CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.)	_____ (L.S.)
(Guarantor-Endorser)	(Guarantor-Endorser)
_____ (L.S.)	_____ (L.S.)
(Guarantor-Endorser)	(Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property") and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and it possess 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 in 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) }  
 \_\_\_\_\_ } Signature  
 (Corporate, Partnership or Trade Name or Individual Signature) } of  
 By: \_\_\_\_\_ } Seller

BOOK 510 PAGE 470

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (together 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 March 16, 1987

between Goodale Crane & Equipment Co., Inc. as Seller-Lessor/Mortgagee and L.R. Willson & Sons, Inc. 775 Annapolis Road, P.O. Box 227 Cambridge, MD 21054 (Name) (Address)

as Buyer-Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made or given, it reserves a valid, free and clear title to or creates a first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unexpired installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 187,478.72

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 16 day of March, 1987

*[Signature]* Goodale Crane & Equipment Co., Inc. (SEAL)  
By L.M. Goodale

If corporation, print or type exact corporate name, have authorized officer sign, stamp title, and attach corporate seal; if partnership, print or type exact firm name and have one or more partners sign.

To be filed with:  
Anne Arundel County, Maryland

BOOK 510 PAGE 477

207001

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 Patisfrance, Inc.  
Address 8332 Bristol Court, Suite 108, Jessup, MD 20794

2. SECURED PARTY

Name Banque Nationale de Paris, New York Branch  
Address 499 Park Avenue, New York, NY 10022, Attn: Credit Dept.

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00  
MAY 24 0345 10/27/87  
T.B.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All accounts receivable, and general intangibles (including tax refunds), now owned or hereafter acquired by the Debtor, all chattel paper and instruments now owned or hereafter acquired by the debtor evidencing any obligation to Debtor for payment of goods sold or leased or services rendered, all returned or repossessed goods, and Debtor's interest in all goods the sale of which gave rise to and account receivable. All inventory now owned hereafter acquired by Debtor, wherever located.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

PATISFRANCE, INC

By [Signature]  
(Signature of Debtor)

BANQUE NATIONALE DE PARIS, New York Branch

Charles J. Doll  
Type or Print Above Name on Above Line

Corporate Secretary-Treasurer  
(Signature of Debtor)

By [Signature]  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

TARA HANCOCK  
Type or Print Above Signature on Above Line

11/50

Mailed to Secured Party

BOOK 510 PAGE 478

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)  
Whichard, Jack & Kay F.  
7 Pine Ridge Court  
Germantown, MD 20874

2. Secured Party(ies) and address(es)  
Berkeley Federal Savings & Loan  
21 Bleeker St.  
Millburn, NJ 07041

3. Maturity date (if any):  
For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
POSTAGE .50  
NO4320 DT77 R01 TOR:46  
APR 9 87

4. This statement refers to original Financing Statement bearing File No. 468-572  
Filed with Anne Arundel Date Filed 1-3 1984

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

3/6/87

No. of additional Sheets presented.

Berkeley Federal Savings & Loan Association

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature]  
Signature(s) of Secured Party(ies)

(1) Filing Office Copy - Alphabetical  
10-50

STANDARD FORM - FORM UCC-3

Mailed to Secured Party

BOOK 510 479

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) Beckley, James E., Jr. & Frances E. 160 Hollow Road, R.D. # 4 Malvern, PA 19355	2. Secured Party(ies) and address(es) Berkeley Federal Savings & Loan 21 Bleeker St. Millburn, NJ 07041	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)  RECORD FEE 10.00 POSTAGE .50 #04322 0777 001 103147 APR 9 87
--	--	--

4. This statement refers to original Financing Statement bearing File No. 176-543  
Filed with Anne Arundel Date Filed 8-17 19 84

5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.  
6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.  
7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.  
8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.  
9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.  
10.

No. of additional Sheets presented: \_\_\_\_\_

By: \_\_\_\_\_ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature] Signature(s) of Secured Party(ies)

Berkeley Federal Savings & Loan Assoc.

(1) Filing Officer Copy - Alphanumeric 10.50

STANDARD FORM - FORM UCC-3

Mailed to Secured Party

3/6/87

BOOK 510 PAGE 450

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)  
Anthon C. Johnson  
Frances E. Johnson  
316 Runner Road  
Great Falls, VA 22066

2. Secured Party(ies) and address(es)  
Society For Savings  
1290 Silas Deane Hwy  
Wethersfield, CT 06109

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
POSTAGE .50

#04324 0777 R01 TOR:49  
APR 9 87

4. This statement refers to original Financing Statement bearing File No. 502-214  
Filed with Anne Arundel Date Filed 9-3 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 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

No. of additional Sheets presented: \_\_\_\_\_

Society For Savings

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature]  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Mailed to Secured Party

BOOK 510 FILE 431

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) Calomeris, Louis P. 1 Apricot Lane Gaithersberg, MD 20878	2. Secured Party(ies) and address(es) Berkeley Federal Savings & Loan 21 Bleeker St. Millburn, NJ 07041	3. Maturity date (if any): For Filing Officer (Date, Time and Filing)
4. This statement refers to original Financing Statement bearing File No. <u>488 25</u> Filed with <u>Anne Arundel</u> Date Filed <u>11-1</u> 19 <u>83</u>		RECORD FEE 10.00 POSTAGE .50 #04325 0777 R01 108:50 APR 9 87
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.		
6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.		
7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.		
8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.		
9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10.		

No. of additional Sheets presented:

Berkeley Federal Savings & Loan Assoc.  
By: [Signature] Signature(s) of Secured Party(ies)

By: \_\_\_\_\_ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

488/10

BOOK 510 FILE 482

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) Schlossberg, Peter & Paula W. 3114 Worthington Circle Falls Church, Virginia	2. Secured Party(ies) and address(es) First National State Bank of South Jersey Rt. 514 & Summit Rd. Burlington, N.J. 08616	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE 50 004326 0777 R01 109:51 APR 9 87
4. This statement refers to original Financing Statement bearing File No. <u>SEE XEROXED 25104</u>		471-172
Filed with <u>ANNE ARUNDEL CO</u> Date Filed <u>3/1</u> 19 <u>84</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.		
6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.		
7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.		
8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.		
9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10.		

No. of additional Sheets presented:

FIRST NATIONAL STATE BANK OF SOUTH JERSEY

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Ann Atkinson  
Signature(s) of Secured Party  
Ann Atkinson, Operations Officer

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

BOOK 510 PAGE 483

207026

TO BE RECORDED IN THE  
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor:  
CLOVERLEAF WAREHOUSE AND  
BUSINESS PARK LIMITED PARTNERSHIP

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.

RECORD FEE 14.00  
STAMP 50  
APR 9 87

T.B.

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 or the corporate entity known as Kaine, Inc., a Maryland Corporation, and located in or upon any interest or estate in land described in **Exhibit A** or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor or corporation, including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor or partnership as aforesaid.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any preceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

14 SD

510 10 41

(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 or business operated upon the premises.

4. The aforesaid items covered by this Financing Statement are included as security in a Second 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: CLOVERLEAF WAREHOUSE AND BUSINESS PARK LIMITED PARTNERSHIP

By:  (SEAL)  
Gary L. Attman  
Authorized General Partner

Dated: 3/20/87

MR. CLERK: Return to:

DAVID S. BRUCE, Esq.  
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.  
80 West Street, P. O. Box 865  
Annapolis, Maryland 21404

#351943P.MLS

"EXHIBIT A"

BOOK 510 PAGE 485

BEGINNING for the first at a point on and distant 1122.82 feet from the beginning of the first or north 95 degrees west 1150 foot line of that parcel of land which by Deed dated February 10, 1945, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.W. No. 222, folio 408, was granted and conveyed by "Mau" S. Thompson and Clara L. Thompson, his wife, to William G. Hockensmith and Josie L. Hockensmith, his wife, said point of beginning being on the east right-of-way line of the north bound line of Maryland Route 3, as shown on States Roads Commission Right-of-way Plats No. 15821 and 17922, and running thence with and binding on said right-of-way line (1) 134.98 feet along the arc of a curve to the right having a radius of 2554.37 feet to a point on and distant 107.64 feet from the beginning of the fifth or south 75 degrees 52 minutes west 115.9 feet line of that parcel of land which by Deed dated August 8, 1951, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber L.N.P. No. 1685, at folio 352, was granted and conveyed by Joe L. Jacobs and Betty L. Jacobs, his wife, to Earl Missler and Fays Missler, his wife, thence reversely with and binding on part of the fifth, all of the fourth, third and second lines of said parcel, (2) north 76 degrees 33 minutes 50 seconds east 107.64 feet, (3) north 19 degrees 59 minutes 10 seconds west 114.97 feet, (4) north 76 degrees 52 minutes 50 seconds east 138.22 feet, and (5) north 09 degrees 55 minutes 10 seconds west 161.34 feet to a point on and distant 766.32 feet from the end of the third line of the parcel described in the Deed firstly mentioned above, thence with and binding on part of said third line, a 1/2 of the fourth line, and part of the first line of said parcel (6) north 82 degrees 03 minutes 10 seconds east 766.32 feet to a stone found, (7) south 19 degrees 05 minutes 55 seconds east 712.46 feet, and (8) north 83 degrees 37 minutes 45 seconds west 1122.92 feet to the place of beginning, saving and excepting therefrom all of that parcel of land containing 1.70 acres, more or less, which by Deed dated April 10, 1954 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.T.C. No. 1016, folio 186, was granted and conveyed by Josie L. Mikalajunas (formerly Josie L. Hockensmith) and Anthony J. Mikalajunas, her husband, to Bankers Trust Company and Baltimore Gas and Electric Company, containing 10.50 acres of land, more or less, situate on the east side of U.S. Route No. 301, Glen Burnie Bypass, Anne Arundel County, Maryland. In Fee Simple.

BEGINNING for the second at a pipe at the intersection of the third line of the conveyance from Warfield to Thompson (FAM 47, folio 213), thence with the said third line, north 81 degrees 25 minutes East 284.3 feet to a pipe, south 10 degrees 07 minutes East 158.15 feet to a pipe, south 75 degrees 41 minutes West 138.9 feet to a pipe, south 20 degrees 07 minutes East 115 feet to a pipe, south 75 degrees 52 minutes West 115.9 feet to the east side of the Crain Highway, thence north 19 degrees 40 minutes West 296 feet to the place of beginning. Containing 1.33 acres, more or less. Together with use of the private road on the southernmost side of said property. SAVING AND EXCEPTING that part conveyed to the State Roads Commission of Maryland, GTC 1248, folio 111. In Fee Simple.

BEGINNING for the third at an iron pipe in the easterly right of way line of Route 3, where said line is intersected by the southernmost line of FAM 176, folio 417, thence on the easterly side of Route 3, north 19 degrees 57 minutes 27 seconds West 241.16 feet, thence north 77 degrees 08 minutes 40 seconds East 342.82 feet, south 19 degrees 57 minutes 27 seconds east 250.74 feet, south 80 degrees 21 minutes 50 seconds West 345.8 feet to the place of beginning. Containing 1.96 acres, more or less. In Fee Simple.

AND BEING that same Deed recorded in the Land Records of Anne Arundel County in Liber 3690 at Folio 735.

Mailed to Secured Party

BOOK 510 PAGE 486

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255482

RECORDED IN LIBER 482 FOLIO 239 ON February 4, 1985 (DATE)

1. DEBTOR

Name Baltimore-Washington Science and Industry Center c/o Maurice LeBrun

Address P.O. Box 8691, Friendship Int'l Airport, Baltimore, MD 21240

2. SECURED PARTY

Name Goldome FSB, formerly The New York Bank for Savings

Address Goldome Realty Credit Corp., 205 Park Club Lane, Buffalo, NY 14221

Attn: Patricia Hogan

Person And Address To Whom Statement Is To Be Returned If Different From Above

REGISTRATION FEE 10.00  
POSTAGE 50  
0345 002 113:51  
APR 9 87

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 type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Termination:</p>

G.L. CLERK

Mailed to Secured Party

Dated March 31, 1987

*Paul W. Bergman*  
(Signature of Secured Party)

Goldome FSB Paul W. Bergman  
Type or Print Above Name on Above Line

MONUMENTAL TITLE CORPORATION  
No. \_\_\_\_\_  
Se. \_\_\_\_\_ 6

10  
D

Return to:  
MONUMENTAL TITLE CORPORATION  
MONUMENTAL TITLE BUILDING  
SEVERNA PARK, MARYLAND 21146

195269

207027

510

9.71.13.B

To Be Recorded In  
Financing Statement Records  
of Anne Arundel County, Maryland

Not Subject To  
Recordation Tax

RECORDED  
APR 9 1987  
34.00  
50  
APR 9 1987

T.O.

The appropriate amount of documentary stamps are affixed to a certain Indemnity Deed of Trust and Security Agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security for the same indebtedness.

INDEMNITY  
FINANCING STATEMENT

This Financing Statement dated April 8, 1987, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor:	Address:
Baltimore-Washington Science and Industry Center Limited Partner- ship, a Maryland limited partnership	856 Elkridge Landing Road Linthicum, Maryland 21090

BY \_\_\_\_\_  
C

BOOK 510 PAGE 4

2. Secured Party:

Aetna Life Insurance  
Company, a Connecticut  
corporation

CityPlace  
Hartford, Connecticut 06156  
Attn: Aetna Realty  
Investors, Inc.

3. This Financing Statement Covers:

(a) All leases and rents, income and profits due and becoming due, including, without limitation, all cash, security deposits, advance deposits, advance rentals and deposits or payments of a similar nature, from the hereinafter described real property.

(b) All tangible personal property now or at any time hereafter located on or at the hereinafter described real property or any part thereof, or used in connection therewith, whether now owned or leased or hereafter acquired, including, but not limited to: all building materials, goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of

every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers, and other lighting fixtures and office maintenance and other supplies, and any and all renewals and replacements thereof and any substitutions for, or additions to, the same.

(c) The interest of Debtor in any and all (i) proceeds of insurance now or hereafter in effect with respect to the hereinafter described real property or any other property described in the Deed of Trust (hereinafter defined), and (ii) awards with respect to the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the hereinafter described real property or any other property described in the Deed of Trust, including without limitation any awards

resulting from a change of grade of streets and awards for severance damages.

4. Proceeds of collateral are covered hereunder.
5. The aforesaid items are included as security under an Indemnity Deed of Trust and Security Agreement given by Debtor to David E. Belcher and Donald L. Bradfield, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a Guaranty of Payment by Debtor to Aetna Life Insurance Company.
6. The real estate consists of certain parcels of land containing 23.89 + acres and the improvements thereon known as 800 and 820 Elkridge Landing Road in the Fifth Election District of Anne Arundel County, Maryland, and more particularly described in Exhibit A attached hereto.

Debtor: Baltimore-Washington Science and Industry Center Limited Partnership, a Maryland limited partnership

By: 

Samuel F. Heffner, General Partner

510 471

To The Filing Officer: After this statement has been recorded, please mail the same to Patrick M. Shelley, Esquire, Semmes, Bowen & Semmes, 250 West Pratt Street, Baltimore, Maryland 21201.

MONUMENTAL TITLE CORPORATION  
MONUMENTAL TITLE BUILDING  
SEVERNA PARK, MARYLAND 21146

- 5 -

EXHIBIT A

BOOK 510 PAGE 492

PARCEL A

**BEGINNING** for the same at a point on the southwest side of Elkridge Landing Road, designated "389" on the plat entitled "Resubdivision Plat, Plat One, Baltimore Washington Science and Industry Center" as recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, running thence and binding on the outlines of Parcel "A" as shown on said plat the ten following courses and distances: (1) S 76° 31' 34" W 996.03 feet to the northeast side of Airport Road (Md. Route 46), thence binding thereon (2) N 25° 34' 18" W 600.05 feet, thence for lines of division through the whole property of which this property is a part the seven following courses and distances (3) N 64° 25' 42" E 536.35 feet, (4) S 25° 34' 18" E 623.35 feet, (5) easterly by a curve to the left with the radius of 60.00 feet for a distance of 23.70 feet, which arc is subtended by a chord bearing S 87° 50' 41" W 23.55 feet (6) N 76° 31' 34" E 275.02 feet, (7) northeasterly by a curve to the left with a radius of 340.00 feet for a distance of 109.80 feet, which arc is subtended by a chord bearing S 67° 16' 27" W 109.33 feet, (8) N 58° 01' 20" E 10.00 feet and (9) N 13° 01' 20" E 21.21 feet to the southwest side of Elkridge Landing Road, thence binding thereon (10) S 31° 58' 40" E 131.54 feet to the place of beginning.

**CONTAINING** 8.9910 acres of land, more or less.

**SUBJECT TO** a 60 foot strip and cul-de-sac (sometimes called Science Drive) for ingress and egress and utility easement for use in common with others.

**BEING** "Parcel A" as shown on the Plat entitled, "Resubdivision Plat, Plat One, BALTIMORE WASHINGTON SCIENCE AND INDUSTRY CENTER", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 106, folio 3.

PARCEL B

BOOK 510 PAGE 403

BEGINNING for the same at a point on the northeast side of Airport Road (Maryland Route 46), one hundred and fifty feet wide, and in the last line of the 17.3781 parcel described in the deed from Convenience, Inc. to Baltimore-Washington Science and Industry Center, dated January 10, 1966 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1938, page 540, at the distance of 600.05 feet, as measured northwesterly along said northeast side of Airport Road from the concrete monument heretofore set at the beginning of said last line, and running thence, binding on the northeast side of said Airport Road, the two following courses and distances: (1) N 25° 34' 18" W 605.43 feet, and (2) northwesterly, by a curve to the right with the radius of 5691.58 feet, the distance of 22.11 feet, which arc is subtended by a chord bearing N 20° 25' 16" W 22.11 feet, thence leaving said Airport Road and running, (3) N 64° 25' 42" E 417.29 feet to the end of the third or N 57° 25' 52" W 175.64 foot line of the land described in the deed from John A. Lamback and wife to Big Ram, Inc., dated June 25, 1965 and recorded among the said Land Records in Liber L.N.P. 1902, page 190, thence binding reversely on said third line, (4) S 65° 26' 00" E 174.80 feet to the beginning thereof and to the end of the third or S 25° 04' 50" W 207.00 foot line of the land described in the deed from John A. Lamback and wife to Big Ram, Inc., dated April 15, 1965 and recorded among said Land Records in Liber L.N.P. 1864, page 50, thence binding reversely on a part of said last mentioned third line, (5) N 16° 54' 10" E 193.37 feet to a point on the southwest side of Elkridge Landing Road, as widened to sixty feet, thence binding on the southwest side of said Elkridge Landing Road the five following courses and distances: (6) southeasterly, by a curve to the right with the radius of 2970.00 feet, the distance of 15.90 feet, which arc is subtended by a chord bearing S 38° 28' 12" E 15.90 feet, (7) S 38° 19' 00" E 100.36 feet, (8) southeasterly, by a curve to the left with the radius of 1870 feet, the distance of 200.45 feet, which arc is subtended by a chord bearing S 41° 23' 15" E 200.35 feet, (9) S 44° 27' 30" E 322.17 feet, and (10) southeasterly, by a curve to the right with the radius of 1423.12 feet, the distance of 178.45 feet, which arc is subtended by a chord bearing S 40° 51' 58" E 178.34 feet to intersect the last of S 25° 03' 13" W 123.23 foot line of the land firstly described in the deed from Science & Industry Center, Inc. to Baltimore-Washington Science and Industry Center, dated December 30, 1966 and recorded among said Land Records in Liber M.S.H. 2036, page 192, thence binding on a part of said line, (11) S 25° 03' 13" W 79.27 to a stone heretofore set at the end of said line, thence binding on a part of the first or S 77° 21' 50" E - 1195.89 foot line of said 17.3781 acre parcel hereinabove referred to, (12) S 77° 21' 50" E 101.82 feet to a point on said southwest side of Elkridge Landing Road, thence binding on said southwest side of Elkridge Landing Road, the two following courses and distances, (13) southeasterly, by a curve to the right with the radius of 1423.12 feet, the distance of 16.70 feet, said arc being subtended by a chord bearing S 32° 18' 50" E - 16.70 feet, and (14) S 31° 58' 40" E 403.64 feet to the north end of the gusset line connecting said southwest side of Elkridge Landing Road with the northwest side of Science Drive, sixty feet wide, thence binding on said gusset line, (15) S 13° 01' 20" W 21.21 feet, thence along the northwest side of said Science Drive the four following courses and distances: (16) S 58° 01' 20" W 10.00 feet, (17) southwesterly, by a curve to the right with the radius of 340.00 feet, the distance of 109.80 feet, which arc is subtended by a chord bearing S 67° 16' 27" W 109.33 feet, (18) S 76° 31' 34" W 275.02 feet, and (19) westerly, by a curve to the right with the radius of 60.00 feet, the distance of 23.70 feet, which arc is subtended by a chord bearing S 87° 50' 41" W 23.55 feet, thence leaving said Science Drive and running (20) N 25° 34' 18" W 623.35 feet, and (21) S 64° 25' 42" W 536.35 feet to the place of beginning.

CONTAINING 16.2300 acres of land, more or less.

BOOK 510 PAGE 404

BEING "Parcel B" as shown on the Plat entitled "Resubdivision Plat, Plat One, BALTIMORE WASHINGTON SCIENCE AND INDUSTRY CENTER", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 106, folio 3.

TOGETHER WITH the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining, and especially the use in common with others, for ingress, egress and installation of utilities, the 60 feet right of way binding the above described land on the south, known as Science Drive as shown on said plat.

Mailed to Secured Party

A/A Co Fin 34 records

207003

MARYLAND NATIONAL BANK

BOOK 510 PAGE 415

### FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records of \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records of Montgomery County and Anne Arundel County, and with the Maryland State Department of Assessments and Taxation.
- 3.  Not subject to Recordation Tax
- 4.  Recordation Tax has been paid on the principal amount of \$ 4,100,000 in connection with the filing of the Deed of Trust described below in the Land Records of Montgomery County, Maryland and Anne Arundel County

5. Debtor(s) Name(s):

Address(es):

RUDOLF TISCHER

4024 Dustin Road  
Burtonsville, Maryland 20866

6. Secured Party:

MARYLAND NATIONAL BANK  
Attention: M. John Miller

Address: Real Estate and Mortgage Division  
10 Light Street  
Fifth Floor  
Baltimore, Maryland 21202

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated April 9, 1987 from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Montgomery County and Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

RECORD FEE 21.00  
POSTAGE .50

Debtor(s):

Rudolf Tischler (SEAL)  
Rudolf Tischler

Secured Party:  
MARYLAND NATIONAL BANK

By: [Signature] (SEAL)

M. John Miller, Vice President  
Type name and title

424631 0055 R02 714:32

APR 9 87

T.B.

Mr Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

2/10/87

PROPERTY DESCRIPTION

BOOK 510 PAGE 486

All those lots or parcels of land located in Montgomery County, Maryland and Anne Arundel County, Maryland, more particularly described as follows:

Montgomery County Parcel:

Beginning at a point in the southeasterly Right of Way line of Automobile Boulevard as shown on a plat of subdivision entitled "Outlot - D, Montgomery Auto Sales Park" and recorded among the aforesaid Land Records in Plat Book 98 as Plat No. 10930, said point being also the northeasterly front corner of Outlot D as shown on said plat, and running thence with the aforesaid southeasterly Right of Way line of Automobile Boulevard the following three (3) courses and distances

1. 6.67 feet along the arc of a curve deflecting to the left and having a radius of 340.00 feet and a chord bearing and distance of N. 6° 05' 40" W. 6.66 feet; thence
2. N. 5° 39' 20" W. 99.46 feet; thence
3. 73.31 feet along the arc of a curve deflecting to the left and having a radius of 858.51 feet and chord bearing and distance of N. 9° 06' 07" W. 73.29 feet; thence running through the aforesaid Percon, Inc. property
4. N. 78° 27' 06" E. 353.96 feet to a point in the proposed southwesterly Right of Way line of Briggs Chaney Road 120 feet wide; thence running with said proposed Right of Way line the following two (2) courses and distances
5. S. 25° 28' 56" E. 34.56 feet; thence
6. 510.54 feet along the arc of a curve deflecting to the left and having a radius of 1400.00 feet and a chord bearing and distance of S. 35° 55' 45" E. 507.72 feet; thence running through the aforesaid Percon, Inc. property

PROPERTY DESCRIPTION

BOOK 510 PAGE 457

7. S. 33° 37' 54" W. 95.81 feet to the most easterly rear corner of the aforesaid Outlot D; thence running with the easterly line of said Outlot D

8. N. 64° 51' 30" W. 643.67 feet to the beginning containing 162,807 square feet or 3.7375 acres of land more or less.

BEING the same property acquired by Rudolf Tischer by Deed from PERCONTEE, INC. dated December 21, 1982 and recorded among the Land Records of Montgomery County, Maryland in Liber 6070 folio 881.

Anne Arundel Parcel:

BEGINNING for the same at a pipe found in the centerline of Laurel Heights Road (undeveloped); said pipe being located at the same beginning point in Parcel II of the conveyance from Earle Lipchin and Mary Lipchin, his wife, to Rudolf Tischer, by deed dated August 8, 1973 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2613 Page 37;

THENCE running from said beginning point so fixed and leaving said road, and running with the outlines of said Parcel II, as now surveyed, North 29° 33' 10" East 330.0 feet to a point in the Southern most right of way line of Maryland Route 198;

THENCE running with said right of way line, and with the outlines of said Parcel II, and also running with the South 67° 27' 30" East 250.0 foot line in the conveyance from Rudolf Tischer and Gertrude Tischer, his wife, to Rudolf Tischer by deed dated May 31, 1977 and recorded among the said Land Records in Liber 2964 Page 872, South 67° 27' 30 East 432.0 feet to a point at the end of said South 67° 27' 30" East 250.0 foot line;

PROPERTY DESCRIPTION

BOOK 510 PAGE 428

THENCE leaving said conveyance in Liber 2964 Page 872, and running with part of the North 22° 32' 30" West 200.0 foot line in the conveyance from Earle Lipchin and Mary Lipchin, his wife, to Rudolf Tischer by deed dated October 1, 1977 and recorded among the said Land Records in Liber 3011 Page 628, as now surveyed, North 22° 32' 30" East 45.0 feet to the end of said line;

THENCE still running with the side of Maryland Route 198, and with the outlines of said conveyance in Liber 3011 Page 628, South 67° 27' 30" East 150.0 feet to a pipe found;

THENCE leaving said Maryland Route 198, and still running with the outlines of said conveyance in Liber 3011 Page 628, South 29° 17' 30" West 201.40 feet to a pipe found; said pipe being located at the end of the South 67° 27' 30" East 126.33 foot line of Parcel I of said conveyance in Liber 2613 Page 37; said pipe being further located at the beginning of the South 73° 34' East 160.97 foot line in the conveyance from Floyd G. Rimbey to Rudolf Tischer by deed dated December 30, 1980 and recorded among the said Land Records in Liber 3374 Page 387;

THENCE running with said South 73° 34' East 160.97' line, as now surveyed, South 67° 07' 30" East 160.97 feet to a pipe found at the end of said line;

THENCE still running with the outlines of Liber 3374 Page 387, as now surveyed, South 29° 10' West 251.08 feet to a pipe found in the centerline of Laurel Heights Road;

THENCE running with the centerline of Laurel Heights Road, as now surveyed North 60° 50' West 734.94 feet to the place of beginning.

Containing 5.79 Acres more or less as surveyed and described by McCrone, Inc., Registered Professional Land Surveyors, in December 1986.

BEING all of Parcel I and all of Parcel II of the conveyance from Earle Lipchin and Mary Lipchin, his wife, to Rudolf Tischer by deed dated August 8, 1973 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2613 Page 37.

EXHIBIT A

Page 4 of 4

PROPERTY DESCRIPTION

BOOK 510 PAGE 409

BEING also all of the conveyance from Rudolf Tischer and Gertrude Tischer, his wife, to Rudolf Tischer by deed dated May 31, 1977 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2964 Page 872.

BEING also all of the conveyance from Earl Lipchin and Mary Lipchin, his wife, to Rudolf Tischer by deed dated October 1, 1977 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3011 Page 628.

BEING also all of the conveyance from Floyd G. Rimbey to Rudolf Tischer by deed dated December 30, 1980 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3374 Page 387.

Mailed to Secured Party

BOOK 510 PAGE 500

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)  
Rosenzweig, Charles M. &  
Marjorie A.  
3127 Birchtree Lane  
Wheaton, Maryland

2. Secured Party(ies) and address(es)  
First Fidelity Bank N.A.  
South Jersey  
Rt. 541 & Sunset Rd.  
Burlington, N.J

3. Maturity date (if any):  
For Filing Officer (Date, Time and Filing Office)

RECORDING FEE 10.00  
POSTAGE .50  
RECORDING UNIT NO. 113439  
APR 9 87

4. This statement refers to original Financing Statement bearing File No. 251747 472 460  
Filed with Anne Arundel Co. Date Filed 4/4/84 1984

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

1/29/87

No. of additional Sheets presented:

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

FIRST FIDELITY BANK N.A. SOUTH JERSEY  
By: Ann Atkinson  
Ann Atkinson Signature(s) of Secured Party(ies)  
Operations Officer

(1) Filing Officer Copy - Alphabetical

STANDARD FORM 2 FORM UCC-3

Mailed to Secured Party

BOOK 510 PAGE 501

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)  
Hood, Richard N.  
Three Tuns,  
Amler, PA 19002

2. Secured Party(ies) and address(es)  
First Fidelity Bank N.A.  
South Jersey  
Rt. 541 & Sunset Rd.  
Burlington, N.J.

3. Maturity date (if any):  
For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
POSTAGE 50  
#04587 0777 R01 113:40  
APR 9 87

4. This statement refers to original Financing Statement bearing File No. 482-566  
Filed with ANNE ARUNDEL CO. Date Filed 8/25/85 1985

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

*Handwritten:* 482/566

No. of additional Sheets presented.

FIRST FIDELITY BANK N.A. SOUTH JERSEY

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: *Ann Atkinson*  
Ann Atkinson, Secretary and Filing Officer

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Mailed to Secured Party

BOOK 510 PAGE 502

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) Jones, Henry E. 709 SE 9th Street Delray Beach, FL 33444		2. Secured Party(ies) and address(es) First National State Bank/County 239 Main Street Hackensack, NJ		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>459-185</u> Filed with <u>Anne Arundel</u> Date Filed <u>2-22</u> 19 <u>83</u>				RECORD FEE 10.00 POSTAGE .50 004588 0777 R01 113:42 APR 9 87	
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.					

No. of additional Sheets presented:

First National State Bank/County

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Debra Romeo Debra Romeo VP  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

207030

BOOK 510 PAGE 503

### 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>CARDINAL INDUSTRIES, INC. 333 South Hammonds Ferry Road Glen Burnie, Maryland 21061</p> <p>2040 South Hamilton Road Columbus, Ohio 43232</p>	<p>2. a. SECURED PARTY (OR ASSIGNEE) and Address</p> <p>EQUITABLE BANK, N.A. 100 South Charles Street Baltimore, Maryland 21201</p> <hr/> <p>2. b. ASSIGNEE OF SECURED PARTY (if any) and Address</p>
---	---

3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property:

(a) All right, title and interest of Debtor in and to the property described on Schedule A and Schedule B attached hereto and made a part hereof.

RECORD FEE 13.00  
 POSTAGE .50  
 #04891 0777 R01 113:45  
 APR 9 87

T.B.

(Cont'd)

- 4. Proceeds and products of collateral are covered hereunder.
- 5. Number of additional sheets, if any, attached hereto: 2
- 6. This transaction (is) (~~is not~~) exempt from the recordation tax  
Principal amount of debt initially incurred is: N/A
- 7. RETURN TO: Weinberg and Green ( KGG )  
100 South Charles Street, Baltimore, Maryland 21201

DEBTOR:

CARDINAL INDUSTRIES, INC.  
(Type Name)

By: Joseph V. Collins  
Joseph V. Collins

Vice-President/Mortgage Co.  
(Type Name and Title of Person Signing)

March 17, 19 87  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in Ink. Margins are for use of Filing Officer only.

1550

SCHEDULE A

All of the Receivables, which for purposes of this Schedule A shall mean all accounts, contract rights, instruments, documents, chattel paper, general intangibles, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, and deposits with sureties on bonded contracts whether secured or unsecured, now owned or hereafter acquired by Debtor arising from the sale of the prefabricated home units identified by model type and serial number on the attached Schedule B manufactured in Debtor's Glen Burnie, Maryland plant (such specifically identified prefabricated home units being hereinafter referred to as the "Modules"); any check, draft, cash or any other remittance or credit in payment or on account of the Receivables; all of the Modules and 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 all Modules returned, repossessed, or acquired by Debtor by way of substitution or replacement, and all additions and accessions thereto, and all documents and instruments covering the Modules, all of 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 any of the above held on consignment), 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 guarantees, or other agreements or property securing or relating to any of the items referred to above, or acquired for the purpose of securing and enforcing any of such items; all customer lists and other documents containing the names, addresses and other information regarding Debtor's customers, subscribers or those to whom Debtor provides the Modules; all property and funds of Debtor (including deposit accounts of Debtor), both now owned and hereafter acquired, now or hereafter in Secured Party's possession; and all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of the foregoing in any form whatsoever and all books, records and data processing materials in any form (including tapes, disks and the like) documenting, describing or in any way relating to any or all of the foregoing, whether in the possession of Debtor or any other person.

SCHEDULE B

BOOK 510 PAGE 345

Finished building unit components consisting of 71 units:

- (6) 1-bed - S/N 1880-1885
- (1) 1-bed barrier-free - S/N 1886
- (52) 2-bed - S/N 1818-1823, 1826-1833, 1836-1843, 1846-1853,  
1855-1859, 1861-1871, 1873-1878.
- (1) Manager's 2-bedroom apartment - S/N 1817
- (7) Efficiency - S/N 1824, 1825, 1834, 1835, 1844, 1845, 1854
- (1) Reception/Office - S/N 1860
- (1) Conference Room - S/N 1872
- (1) Laundry - S/N 1879
- (1) Folding - S/N 1887

A unit consist of from one to three 12' x 24' prefabricated building modules.

Mailed to Secured Party

BOOK 510 PAGE 506

287001

This STATEMENT is presented for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and Address(es)

Jenkins Boatland, Inc.  
7328 Ritchie Highway  
Glen Burnie, MD. 21061

Secured Party(ies) and Address(es)

Borg Warner Acceptance Corp.  
P.O. Box 398  
Hopkins, MN. 55343

For  
Filing  
Officer

RECORD FEE 11.00  
POSTAGE 50  
214392 C777 R01 113-45  
APR 9 87  
T.B.

See attached for additional address\*

1. This financing statement covers the following types (or items) of property:

All inventory of goods of whatever kind or nature held for sale or lease by the Debtor, including but not limited to boats, boat trailers, boat motors, marine equipment, parts and accessories, wherever located, now owned or hereafter acquired or in the possession, custody of Debtor, and all returns, replacements, exchanges, substitutions, replacements, attachments, parts, accessories and accessories thereto and thereof, and all other goods used or intended to be used in conjunction therewith; all accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; 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 proceeds.

2.  Products/Proceeds of Collateral are also covered by this Statement

Assignee(s) of Secured Party

If crops are covered describe the real estate and give the name of the record owner.

- Additional sheets presented
- Debtor is a transmitting utility as defined in M.S. 336-9.105
- For Filing with the Secretary of State of Minnesota.
- For Filing with the County Recorder Anne Arundel County.
- For Filing in Uniform Commercial Code Records.

Signature(s) of Debtor(s): (Required in most cases — see instruction #5)

BY: X James A. Cook  
If the Debtor's signature is not present indicate the reason for its absence in the Debtor's signature block and sign the Secured Party's signature block.

Signature of Secured Party

BY: [Signature]

(1) Filing Officer Copy-Alphabetical (Rev. 2/85)

Mailed to Secured Party

IO#  
246933

BOOK 510 PAGE 507

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

For Filing Officer  
(Date, Time, Number and Filing Office)

Debtor(s) (Last Name First) and address(es)  
CHESAPEAKE DECAL  
1994 MORELEND PARKWAY  
ANNAPOLIS, MARYLAND 21401

Secured Party(ies) and address(es)  
ADVANCE PROCESS SUPPLY COMPANY  
400 North Noble Street  
Chicago, Illinois 60622

RECORD FEE 11.00  
POSTAGE 50  
#04593 0777 801 11:47  
APR 9 87

1. This financing statement covers the following types (or items) of property:

Machinery and equipment described in detail in Installment Sale Contract (Security Agreement) attached hereto and made a part hereof dated FEBRUARY 18, 1987 together with all accessions attachments and appurtenances thereto and substitutions and replacements therefor and all casualty insurance policies thereon and all proceeds of all the foregoing collateral. DEBTOR IS NOT AUTHORIZED TO SELL, TRANSFER OR OTHERWISE CONVEY ANY OF THE FOREGOING COLLATERAL.

ASSIGNEE OF SECURED PARTY

Bank of Chicago  
1050 W. Wilson  
Chicago, IL. 60640

"PURCHASE MONEY SECURITY AGREEMENT-NOT SUBJECT TO RECORDATION TAX."

SECURED PARTY  
ADVANCE PROCESS SUPPLY COMPANY

BY Albert Cohen  
*Bill Jones*

2.  Products of Collateral are also covered.

Additional sheets presented \_\_\_\_\_  
Filed with Office of Secretary of State of Illinois \_\_\_\_\_  
Debtor is a transmitting utility as defined in UCC §9-105 \_\_\_\_\_

CHESAPEAKE DECAL

By [Signature]  
Signature of (Debtor)  
[Signature] VP.  
(Secured Party)\*

\*Signature of Debtor Required in Most Cases  
Signature of Secured Party in Cases Covered By UCC §9-402 (2)

Officer Copy-Alphabetical

This form of financing statement is approved by the Secretary of State.

UNIFORM COMMERCIAL CODE - FORM UCC-1 - REV. 1 - 75

**INSTALLMENT SALE CONTRACT**  
(Security Agreement)

800 510 500

THIS AGREEMENT OF SALE made at ANNAPOLIS, MARYLAND (City, State) FEB. 18, 19 87, between:  
ADVANCE PROCESS SUPPLY COMPANY (Name of Seller, hereinafter called "Seller")  
100 NORTH NOBLE STREET (Principal place of business)  
CHICAGO, ILLINOIS 60622 (City) (County) (State)  
CHESAPEAKE DECAL (Name of Buyer, hereinafter called "Buyer")  
1994 MORELAND PARKWAY, (Principal place of business)  
ANNAPOLIS, MARYLAND 21401 (City) (County) (State)  
 (Buyer's residence address if not a Corporation)

Seller sells to Buyer and Buyer purchases from Seller the following described property (hereinafter called "Goods"), upon the terms stated below and upon the reverse side hereof, all of which constitute a part hereof:

**DESCRIPTION OF GOODS**  
(State Fully Showing QUANTITY, MANUFACTURER, MODEL AND SERIAL NUMBER)

- ONE (1) 44-7001-9 EASY VIEW SQUEEGEE SHARPNER SUPER 48
- FOUR (4) 44-4641-5 STRETCH AIR BAR 11 4'
- ONE (1) 44-4653-0 DOUBLE MASTER CONTROL CABINET
- ONE (1) 42-4593-2 POLYCOP 50X66"
- ONE (1) 73-9999-1 NUARC EXPOSING LIGHT 3K

GOODS TO BE LOCATED AT 1994 MORELAND PARKWAY, ANNAPOLIS, MARYLAND 21401 (Address) (City) (State)  
 Buyer acknowledges that Seller has concurrently herewith offered Buyer a cash price of \$ 10,600.00 and a time price (Item 1 below) of \$ 11,335.00 for the Goods and Buyer has elected to purchase the Goods for the time price, the unpaid balance of which (hereinafter called "Time Price Balance"—Item 4 below) is calculated as follows:

- 1. Time Price..... \$ 11,335.00
- 2. Filing fees and other charges (Specify: \_\_\_\_\_) ..... \$ 20.00
- 3. Deductions from Time Price:
  - (a) Down Payment..... \$ 3,600.00
  - (b) Trade-In Description: \_\_\_\_\_ ) \$ \_\_\_\_\_
- 4. Time Price Balance (Sum of Items 1 and 2, less Item 3)..... \$ 7,755.00

Buyer will pay to Seller the Time Price Balance at the office of Seller specified above, or at such other place as Seller may designate to Buyer, in 18 consecutive monthly installments of:

- 1. 17 consecutive installments of \$ 430.83 each; then 2. 1 consecutive installments of \$ 430.89 each; then
- 3. \_\_\_\_\_ consecutive installments of \$ \_\_\_\_\_ each; then 4. \_\_\_\_\_ consecutive installments of \$ \_\_\_\_\_ each; then
- 5. \_\_\_\_\_ consecutive installments of \$ \_\_\_\_\_ each; then 6. \_\_\_\_\_ consecutive installments of \$ \_\_\_\_\_ each; then
- 7. \_\_\_\_\_ consecutive installments of \$ \_\_\_\_\_ each; then 8. \_\_\_\_\_ consecutive installments of \$ \_\_\_\_\_ each;

which installment payments will be made on the \_\_\_\_\_ day of each month beginning with the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_. All of said installments will be payable on said dates and in said amounts notwithstanding that delivery of all or part of the Goods may be made at any time or times hereafter. If any installment of the Time Price Balance is not paid when due or declared due, then, to the extent permitted by applicable law, Buyer will pay to Seller, immediately upon demand: interest thereon at the highest contract rate permitted by applicable law from the date due or declared due until paid; and, in addition thereto, a single late charge calculated at the rate of five cents for each dollar of each installment in default.

To secure the payment by Buyer to Seller of the Time Price Balance, all other indebtedness now or hereafter owing by Buyer to Seller hereunder and the performance by Buyer of all of its covenants, warranties, representations and undertakings under this contract (hereinafter collectively called "Buyer's Liabilities"), Buyer hereby grants Seller a security interest in the Goods and all existing and after-acquired attachments, replacements, substitutions, additions and accessions hereto and the proceeds thereof.

Several copies or counterparts of this Contract may be signed by Seller and Buyer, but only the original Contract (white copy) shall be deemed chattel paper, document, or security agreement for purposes of assignment, transfer, and perfection of security interests.

**BUYER HEREBY ACKNOWLEDGES RECEIPT OF A TRUE AND CORRECT COPY OF THIS CONTRACT AND THAT ALL BLANK SPACES CONTAINED HEREIN, EXCEPT SERIAL NUMBERS OF THE GOODS, HAVE BEEN FILLED IN PRIOR TO BUYER'S EXECUTION HEREOF.**

Accepted ADVANCE PROCESS SUPPLY COMPANY (Name of Seller)  
Albert Cohen (Must be signed by authorized Corporate Officer, Partner or Owner) Title VP

CHESAPEAKE DECAL (Name of Buyer) (SEAL)  
X [Signature] (Must be signed by authorized Corporate Officer, Partner or Owner) Title V.P.

(PLACE BUYER'S CORPORATE SEAL)

By [Signature] (Must be signed by authorized Corporate Officer, Partner or Owner) Title \_\_\_\_\_  
[Signature] (Attest or witness: Secretary, if Corporation, otherwise witness)

THIS INSTALLMENT SALES CONTRACT WAS PREPARED BY \_\_\_\_\_  
 ID 15-

BOOK 510 589

GUARANTY OF INSTALLMENT SALE CONTRACT

It will be to the direct interest and advantage of the undersigned that Buyer (as named on the reverse side hereof) acquire from Seller (as named on the reverse side hereof), in accordance with the terms of the Contract (as set forth above and on the reverse side hereof), the Goods (as described in the Contract). The undersigned, therefore, hereby request Seller to sell the Goods to Buyer in accordance with the terms of the Contract and in consideration thereof, and as an inducement therefore, the undersigned, jointly and severally, hereby absolutely and unconditionally guaranty to Seller the prompt payment in full, when due or declared due and at all times thereafter (waiving notice of nonpayment), of all indebtedness owing by Buyer to Seller under the Contract and the prompt, full and faithful performance and discharge by Buyer of each and every term, condition, representation, warranty and covenant on the part of Buyer contained in the Contract. The undersigned agree to reimburse Seller for all expenses, collection charges, court costs, and reasonable attorneys' fees incurred by Seller in endeavoring to collect or enforce this Guaranty against the undersigned or any one or more of them or the Contract against Buyer. The undersigned agree that the indebtedness owing by the undersigned to Seller under this Guaranty may be recovered in one or more actions or suits brought concurrently, successively or otherwise against any one or more of the undersigned (whether or not action or suit has been therefore commenced against Buyer) and that in any such suit Buyer may be joined with one or more of the undersigned, but need not be so joined.

The undersigned hereby waive: notice of acceptance of this Guaranty and the Contract; the delivery of the Goods to Buyer; the giving or extension of credit by Seller to Buyer under the Contract; the assignment by Seller of the Contract and this Guaranty; all notices of default, nonpayment or partial payments under the Contract; and all other demands, notices or formalities to which Buyer or the undersigned might be entitled under the Contract or this Guaranty. The undersigned also waive notice of and consent to all granting of indulgence, extension of time of payment and the taking or releasing of security with respect to the indebtedness guaranteed hereunder, or Seller's acceptance of partial payments thereon or Seller's settling, subordinating, compromising, compounding, discharging or releasing the same in such manner and at such time or times as Seller may deem advisable. Seller may do any or all of the foregoing without in any way impairing or affecting the undersigned's liability to Seller for the payment of the entire indebtedness owing by Buyer to Seller under the Contract, without reduction thereof by reason of any such compromise, settlement, subordination, discharge or release or otherwise. Seller is not required to prosecute collection, enforcement or other remedies against Buyer on the indebtedness owing by Buyer to Seller under the Contract or to enforce or resort to any security therefore before calling upon the undersigned for payment hereunder, nor shall the undersigned's liability hereunder in any way be released or affected by reason of any failure or delay on Seller's part so to do.

The undersigned hereby authorize, irrevocably, any attorney of any court of record, to appear for the undersigned in any court of record in any state or territory of the United States where the same is allowed by law, in term time or vacation, and waive the issuance and service of process, and confess a judgment against the undersigned at any time after Seller's declaration of the undersigned's default hereunder, for such amount as may appear to be then due and payable here under by the undersigned to Seller, together with costs and reasonable attorneys' fees to be included in the judgment; further authorizing said attorney to release all errors and waive all rights of appeal and consent to immediate execution upon such judgment, hereby agreeing that no writ of error or appeal shall be prosecuted from such judgment, nor any bill in equity filed to restrain the operation of such judgment, or any execution thereon, and hereby ratifying and confirming all that the said attorney may do by virtue hereof. This paragraph shall be of no effect in any state or jurisdiction in which the inclusion of this paragraph would affect the validity, legality or enforcement of this Guaranty, but in such case all the remaining terms and provisions of this Guaranty shall subsist and be fully effective according to the tenor of this Guaranty the same as though this paragraph had never been included herein.

This Guaranty shall inure to the benefit of Seller, its successors and assigns, and shall be binding upon the undersigned, jointly and severally, and upon their heirs, executors, personal representatives, administrators, successors and assigns, and each of them respectively, and shall continue in full force and effect until notice of termination hereof is given by Seller and received by the undersigned by registered mail, and all the indebtedness guaranteed hereunder is fully paid and discharged. It is understood that Seller may assign, transfer, sell or otherwise dispose of the Contract and this Guaranty to a third party. In such an event it is agreed that the term "Seller" as used herein shall, where applicable, also mean any assignee, transferee or successor of Seller or any assignee, transferee or successor of such assignee, transferee or successor of Seller.

HOME ADDRESS 115 Queens County High Rd  
Steuersville, Md  
HOME PHONE 21666 301-643-1854

Signatures  
X Daniel Spill

WITH RECOURSE ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers to

(Assignee), its successors and assigns, with recourse: the Contract to which this Assignment is annexed; all monies due and to become due under the Contract; all of the undersigned's powers, rights and remedies under the Contract; and all of the undersigned's right, title and interest in and to the goods ("Goods") described in the Contract. The undersigned hereby grants Assignee, either in its name or in the undersigned's name, authority to take all actions or proceedings which the undersigned might take under the Contract. The undersigned warrants and represents to Assignee that: it has the power and is duly authorized to execute and deliver this Assignment; the Contract is genuine, in all respects what it purports to be, is collectible, enforceable against the buyer therein named ("Buyer") in accordance with its terms and is the only contract executed concerning the Goods; the Buyer had the power and was duly authorized to execute and deliver the Contract; the Contract is valid and subsisting and arose out of a bona fide sale of the Goods sold and delivered to and accepted by Buyer, in full compliance with the terms of the

Contract; the amount owing as of this date by Buyer to the undersigned under the Contract is \$ \_\_\_\_\_, is not disputed, is not subject to any set-off, credit, deduction or contra-charge, and the payment thereof is not contingent or conditioned on the fulfillment of any contract, condition or warranty, past or future, express or implied; the Buyer has the capacity to contract; the Buyer is now solvent; the Contract and any applicable notices and statement relating thereto have been so executed as to perfect the undersigned's title and interest in the Goods to be superior to all claims of all persons, including all lien claimants, judgment creditors, or other similar parties claiming through Buyer; the Goods are free of all liens, encumbrances, security interests and claims of all persons; the undersigned has fulfilled all of its obligations under the Contract; and all signatures, names, addresses, amounts and other statements and facts contained in the Contract are true and correct. The undersigned shall immediately notify Assignee in writing of any change in the Buyer's name, identity, corporate structure, or change in location of the collateral, or unauthorized sale of collateral by Buyer, of which the undersigned has or obtains knowledge. The undersigned hereby unconditionally and absolutely guarantees to Assignee the prompt payment in full, when due or declared due and at all times hereafter, of all monies owing by Buyer under the Contract and of the prompt, full and faithful performance and discharge by Buyer of each and every term, condition, agreement, representation, warranty, covenant and provision on the part of Buyer contained in the Contract. Payment by the undersigned of the sums of monies for which it becomes liable hereunder shall be made to Assignee, from time to time, on demand as the same become or are declared due, notwithstanding that Assignee may hold reserve, credits, collateral or security against which Assignee might be entitled to resort for payment. Assignor has taken no steps to record necessary financing statements regarding this transaction and as such Assignee has sole and exclusive responsibility to affect proper recording in the appropriate jurisdiction(s). Failure of Assignee to properly record said financing statements shall discharge Assignor from any further liability of any nature regarding this transaction. The undersigned agrees, on demand, to reimburse Assignee for all expenses, collection and court costs, including reasonable attorney's fees, incurred by Assignee in enforcing this Assignment against the undersigned. One or more and successive or concurrent actions may be brought hereon against the undersigned, either in the same action in which the Buyer is sued or in separate actions. As security for the undersigned's aforesaid undertakings, the undersigned agrees that any of its assets of any kind, nature or description in Assignee's possession, custody or control, may without further notice, be reduced to cash, or if cash or an indebtedness owed to the undersigned by Assignee, the same may be applied by Assignee in reduction or payment of any liability incurred by the undersigned hereunder. The undersigned further agrees that all debts or liabilities, now or hereafter owing to the undersigned by Buyer are hereby subordinated to Assignee's claims and are hereby assigned to Assignee. The undersigned waives notice by Assignee of acceptance of this Assignment and presentment, demand, default, non-payment or partial payments, protest and all other notices or formalities to which Buyer might otherwise be entitled. The undersigned also waives notice of and consents to the granting of indulgence or extension of time of payment, the taking and releasing of security in respect of any indebtedness, liability or liabilities guaranteed hereunder, or Assignee's accepting partial payments thereon or settling, subordinating, compromising, compounding, discharging or releasing any of the same, without in any way impairing or affecting the undersigned's liability for the full amount thereof. Assignee shall not be required to prosecute collection, enforcement or other remedies against Buyer or against any other person, partnership, corporation, association or concern liable to Assignee on the indebtedness, liability or liabilities guaranteed hereunder, or to enforce or resort to any security, liens, collateral or other rights or remedies thereto appertaining, before calling upon the undersigned for payment; nor shall the undersigned's liability hereunder in any way be released or affected by reason of any failure or delay on Assignee's part to do so, in case bankruptcy or insolvency proceedings, or proceedings for reorganization, or for the appointment of a receiver, trustee or custodian for Buyer or the undersigned or the Goods, or any portion thereof, of Buyer or the undersigned, be instituted by or against Buyer or the undersigned, or if Buyer or the undersigned become insolvent or make an assignment for the benefit of creditors, or attempt to effect a composition with creditors, or otherwise commit a default under this Assignment or the Contract, then the liability of the undersigned to Assignee hereunder shall, at Assignee's option and without notice or demand, become immediately fixed and be enforceable for the full amount thereof, whether then due or not, the same as though all the indebtedness, liability or liabilities guaranteed hereunder had become due and payable. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon the undersigned and its successors and assigns until all of the indebtedness, liability or liabilities guaranteed hereunder are fully paid, performed and discharged and until written notice of termination is given by Assignee and received by the undersigned by registered mail. This Assignment shall be governed as to validity, interpretation, effect and in all other respects by the laws and decisions of the State of \_\_\_\_\_.

The undersigned will not, without Assignee's prior written consent, accept any monies owing by Buyer under the Contract, repossess or consent to the return of the Goods, or modify, alter or amend the Contract. Assignee's knowledge now or hereafter of any breach of this Assignment by the undersigned shall not constitute any waiver of the undersigned's obligations, warranties or representations hereunder.

(Seller)

Dated: \_\_\_\_\_ By \_\_\_\_\_ (Must be signed by authorized Corporate Officer, Partner or Owner) Title \_\_\_\_\_

WITHOUT RECOURSE ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers to

(Assignee), its successors and assigns, without recourse as to the financial ability of the buyer therein named ("Buyer") to pay: the Contract to which this Assignment is annexed; all monies due and to become due under the Contract; all of the undersigned's powers, rights and remedies under the Contract; and all of the undersigned's right, title and interest in and to the goods ("Goods") described in the Contract. The undersigned hereby grants Assignee, either in its name or in the undersigned's name, authority to take all actions or proceedings which the undersigned might take under the Contract. The undersigned warrants and represents to Assignee that: it has the power and is duly authorized to execute and deliver this Assignment; the Contract is genuine, in all respects what it purports to be, is enforceable in accordance with its terms and is the only contract executed concerning the Goods; the Buyer had the power and was duly authorized to execute and deliver the Contract; the Contract is valid and subsisting and arose out of a bona fide sale of the Goods sold and delivered to and accepted by Buyer, in full compliance with the terms of the Contract; the amount owing as of this date by Buyer to the undersigned under the Contract is \$ \_\_\_\_\_, is not disputed, is not subject to any set-off, credit, deduction or contra-charge, and the payment thereof, is not contingent or conditioned on the fulfillment of any contract, condition or warranty, past or future, express or implied; the Buyer has the capacity to contract; the Buyer is now solvent; the Contract and any applicable notices and statements relating thereto have been so executed as to perfect the undersigned's title and interest in the Goods to be superior to all claims of all persons, including all lien claimants, judgment creditors, or other similar parties claiming through Buyer; the Goods are free of all liens, encumbrances, security interests and claims of all persons; the undersigned has fulfilled all of its obligations under the Contract; and all signatures, names, addresses, amounts and other statements and facts contained in the Contract are true and correct. The undersigned will not, without Assignee's prior written consent, accept any monies owing by Buyer under the Contract, repossess or consent to the return of the Goods, or modify, alter or amend the Contract. Assignee's knowledge now or hereafter of any breach of this Assignment by the undersigned shall not constitute any waiver of the undersigned's obligations, warranties or representations hereunder.

(Seller)

Dated: \_\_\_\_\_ By \_\_\_\_\_ (Must be signed by authorized Corporate Officer, Partner or Owner) Title \_\_\_\_\_

11007 Rev 6/83

Mailed to Secured Party

STATE OF MARYLAND

BOOK 510 PAGE 510

FINANCING STATEMENT FORM UCC-1

Identifying File No. #4922 207002

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to 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 Haras And Trebor, Inc. RECORD FEE 11.00

Address 1641 Isabella Court, Millersville, MD. 21108

2. SECURED PARTY

Name National Surety Leasing, Inc. 50 APR 9 1987 T.B.

Address 672 Greenbriar Lane, Annapolis, MD. 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) April 31, 1989

4. This financing statement covers the following types (or items) of property: (list)

"SEE ATTACHED SCHEDULE A FOR EQUIPMENT."

Name and address of Assignee

CONDITIONAL SALES CONTRACT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

X (Proceeds of collateral are also covered)

(Products of collateral are also covered)

Haras And Trebor, Inc.

Jane M. Storrs (Signature of Debtor)

Jane M. Storrs/President (Type or Print Above Name on Above Line)

(Signature of Debtor)

(Type or Print Above Signature on Above Line)

NATIONAL SURETY LEASING, INC.

Carole R. Hardesty (Signature of Secured Party)

Carole R. Hardesty

(Type or Print Above Signature on Above Line)

SCHEDULE A - LEASE # 4922

LEASE DATED - MARCH 31, 1987

BOOK 510 PAGE 511

- One (1) Apple MacIntosh SE Computer System with 20 Meg. Hard Disk Drive  
Serial Number F7082K2M5011
- One (1) Apple MacIntosh SE Keyboard, Serial Number N/A
- Two (2) Appletalk Cables
- One (1) Apple Pagemaker Software - AKA Aldus Pagemaker Software
- One (1) Box of Diskettes
- One (1) Disk Storage Box
- One (1) Microsoft Works Software
- One (1) Apple Laser Writer Plus, Serial Number F650003M0166
- One (1) Triplite Spike Bar

LESSEE:

HARAS AND TREBOR, INC.

LESSOR:

NATIONAL SURETY LEASING, INC.

Mailed to Secured Party

510 102512

IO# 266539

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))  
Reliable Contracting Co., Inc.  
1 Church View Drive  
Millersville, MD 21773  
M-31173-1

(2) Secured Party(ies) (Name(s) And Address(es))  
Alban Tractor Co., Inc.  
P.O. Box 9595  
Baltimore, MD 21237

No. of Additional Sheets Presented

(3) (a)  Collateral is or includes fixtures  
(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered  
(c)  Crops Are Growing Or To Be Grown On Real Property Described In Section (5)  
If either block 3(a) or block 3(b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

RECORD FEE 11.00  
POSTAGE .50  
MAY 13 11 43 AM '87  
T.B.

For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.

- One (1) New Catapillar Model #815B Compactor S/N 17Z00746
- One (1) Catapillar Model #815B Bulldozer S/N 39S00757

NOT SUBJECT TO RECORDATION TAX (ANNE ARUNDEL COUNTY)

Products of the Collateral Are Also Covered

(6) Signatures: Debtor(s)

Reliable Contracting Co., Inc.  
*JAN P. Baldwin, Pres.*

(By) *JAN P. Baldwin*  
Standard Form Approved by N.C. Sec. of State and other states shown above.

Secured Party(ies) [or Assignees]

Alban Tractor Co., Inc.  
(By) *[Signature]*

Signature of Secured Party Permitted in Lieu of Debtor's Signature:  
(1) Collateral is subject to Security Interest in Another Jurisdiction and   
 Collateral Is Brought Into This State  
 Debtor's Location Changed To This State  
(2) For Other Situations See G.S. 25-9-402 (2)

UCC-1

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. 207003

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 CSX Corporation

Name \_\_\_\_\_

Address One James Center P.O. Box C-32222, Richmond, VA 23261

2. SECURED PARTY

Name MetLife Capital Credit Corporation

Address Ten Stamford Forum, Stamford, CT 06904

RECORD FEE 11.00  
POSTAGE .50  
#04604 CTT 001 T14104  
APR 9 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

T.B.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

(1) British Aerospace 125-800A with Garrett AiResearch TFE 731-5R-1H engine and any and all avionics, appliances, parts, instruments, appurtenances, accessories and furnishings attached thereto located at the Baltimore Washington International Airport.

TRUE LEASE - FILED FOR INFORMATION PURPOSES ONLY. RECORDATION TAX NOT REQUIRED.

CHECK  THE LINES WHICH APPLY

CK# 3879  
Anne Arundel County

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

William S. Gausser  
(Signature of Debtor)

CSX Corporation  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Shirley P. P...  
(Signature of Secured Party)

MetLife Capital Credit Corporation  
Type or Print Above Signature on Above Line

11/10

BOOK 510 PAGE 514

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 218645

RECORDED IN LIBER 389 FOLIO 419 ON July 21, 1978 (DATE)

1. DEBTOR

Name Pointfield Landing, Inc.

Address P.O. Box 611, Severna Park, Maryland 21146

2. SECURED PARTY

Name The First National Bank of Maryland

Address 25 South Charles Street, Baltimore, Maryland 21201

Same as the above Debtor

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> <p>TERMINATION <input checked="" type="checkbox"/> FEE 10.00  <input type="checkbox"/> FEE .50  <input type="checkbox"/> FEE</p>

APR 9 1987  
CITY OF BALTIMORE

THE FIRST NATIONAL BANK OF MARYLAND

Dated March 3, 1987

Patricia A. Brian  
(Signature of Secured Party)

Patricia A. Brian, Vice President  
Type or Print Above Name on Above Line

10/50

1250

BOOK 510 PAGE 515

UNIFORM COMMERCIAL CODE  
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 248028  
 RECORDED IN LIBER 463 FOLIO 331 ON July 6, 1983 (DATE)

1. DEBTOR

Name Pointfield Landing, Inc.  
 Address P.O. Box 507, Severna Park, Maryland 21146

2. SECURED PARTY

Name The First National Bank of Maryland  
 Address 25 South Charles Street, Baltimore, Maryland 21201

RECORD FEE 10.00  
 POSTAGE .50  
 IMAGE C777 801 114107

Same as the above Debtor  
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

APR 9 87

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.)          TERMINATION</p>



Dated March 3, 1987

THE FIRST NATIONAL BANK OF MARYLAND

Patricia A. Brian  
 (Signature of Secured Party)

Patricia A. Brian, Vice President  
 Type or Print Above Name on Above Line

1050

510 - 516

517

#'s not used

S/b Land

4-9-87

510 - 516

517

# 's not used

S/b Land

4-9-87

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT  
Recorded among the Financing Records of Baltimore City in Liber  
SER. No. 410, folio 379  
Roll No. \_\_\_\_\_ Page No. \_\_\_\_\_

Identification No. \_\_\_\_\_ Dated: \_\_\_\_\_

1. Debtor(s) { CHATTERLEIGH LIMITED PARTNERSHIP  
Name or Names—Print or Type  
c/o Gerald S. Klein  
36 S. Charles Street, Baltimore, MD 21201  
Address—Street No., City-County State Zip Code

2. Secured Party { CHASE BANK OF MARYLAND  
Name or Names—Print or Type  
10 E. Baltimore Street, Baltimore, MD 21202  
Address—Street No., City-County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

RECORD FEE 26.00  
POSTAGE 50  
APR 9 1987

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: <u>The property described below.</u></p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

GL

As described on Exhibit A.

Dated: March 24, 1987  
By: Wayne E. Olson  
Name of Secured Party  
Signature of Secured Party  
Vice President  
Type or Print (Include Title if Company)

CHASE BANK OF MARYLAND

Lucas Bros. Form T-1

~~Return to~~  
~~James G. Prince~~  
~~Samuel Bowen & Son~~  
~~250 W. Pratt Street~~  
~~Baltimore, Maryland 21201~~

After recording return to

**RYAN SETTLEMENT SERVICES  
AGENCY, INC.**  
12850 Middlebrook Rd.  
Suite 211  
Germantown, MD 20874

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BOOK 510 P. 510

JOHN E. HARMS, JR. AND ASSOCIATES, INC. Consulting Engineers - Architects - Surveyors

PASADENA, MARYLAND

EXHIBIT A

DESCRIPTION OF TOTAL OUTLINE OF  
PHASES 17, 18, AND 19  
(INCLUDING THE REMAINDER OF KINGSLEY COURT  
AND THE REMAINDER OF THE OPEN SPACE AREA)  
PLAT THREE, SECTION 2-D, REVISED  
"CHESTERFIELD"  
THIRD DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

**RYAN SETTLEMENT SERVICES  
AGENCY, INC.**  
12850 Middlebrook Rd.  
Suite 211  
Germantown, MD 20874

BEGINNING for the same at point No. 3175 on the Northwesternmost Right-Of-Way line of Leeds Drive (60 feet wide right-of-way) as shown on a plat entitled A Condominium, (Phases 16-23), Plat Three, Section 2-D Revised, "Chesterfield," recorded among the plat records of Anne Arundel County, Maryland in Plat Book 26, Page 31, Plat No. E-1281, running thence with and binding on part of the outline of the above mentioned plat, leaving the Right-Of-Way line of Leeds Drive, and referring the courses of the description contained herein to the Maryland State Grid Meridian,

1. North 63 degrees 01 minutes 08 seconds West 240.00 feet, and
2. North 08 degrees 22 minutes 27 seconds West 405.40 feet, thence leaving said outline and running with and binding on the division line between on 0.308 acre ± Chesterfield Homeowners Recreational Area as shown on the plat mentioned above, and the parcel now being described,
3. South 83 degrees 22 minutes 37 seconds East 348.44 feet to a point on the outline of the plat mentioned above, thence running with and binding on part of said outline,
4. South 31 degrees 32 minutes 17 seconds East 94.99 feet, thence leaving said outline and running with and binding on the division line between the parcel now being described and Phase 16, intended to be recorded among the land records of Anne Arundel County, Maryland, the following five (5) courses

DESCRIPTION OF TOTAL OUTLINE OF  
 PHASES 17, 18, AND 19  
 (INCLUDING THE REMAINDER OF KINGSLEY COURT  
 AND THE REMAINDER OF THE OPEN SPACE AREA)  
 PLAT THREE, SECTION 2-D, REVISED  
 "CHESTERFIELD"  
 THIRD DISTRICT  
 ANNE ARUNDEL COUNTY, MARYLAND  
 PAGE 2

**RYAN SETTLEMENT SERVICES  
 AGENCY, INC.**  
 12850 Middlebrook Rd.  
 Suite 211  
 Germantown, MD 20874

5. South 56 degrees 18 minutes 07 seconds West 192.70 feet,
6. South 33 degrees 41 minutes 53 seconds East 81.00 feet,
7. South 56 degrees 18 minutes 07 seconds West 25.21 feet,
8. South 33 degrees 41 minutes 53 seconds East 40.00 feet, and
9. South 41 degrees 06 minutes 24 seconds East 86.83 feet to the Right-of-Way line of Leeds Drive, thence running with and binding on said Right-Of-Way line,

10. 121.44 feet along the arc of a curve to the left, having a radius of 590.00 feet, and being subtended by a chord of South 32 degrees 52 minutes 40 seconds West 121.23 feet to the point of beginning,

CONTAINING 2.805 acres of land, more or less.

SAVING and excepting, however, those parcels of land shown as Phases 18 and 19 (including the remainder of Kingsley Court and the remainder of the Open Space Area) on the plat mentioned above, said phases being more particularly described as follows:

PHASE 18

BEGINNING for the same at point No. 3177 on the outline of a Plat entitled A Condominium, (Phases 16-23), Plat Three, Section 2-D Revised, "Chesterfield", recorded among the Plat records of Anne Arundel County, Maryland

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JOHN E. HARMS, JR. AND ASSOCIATES, INC. Consulting Engineers - Architects - Surveyors

PASADENA, MARYLAND

DESCRIPTION OF TOTAL OUTLINE OF  
PHASES 17, 18, AND 19  
(INCLUDING THE REMINDER OF KINGSLEY COURT  
AND THE REMAINDER OF THE OPEN SPACE AREA)  
PLAT THREE, SECTION 2-D, REVISED  
"CHESTERFIELD"  
THIRD DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND  
PAGE 3

RYAN SETTLEMENT SERVICES  
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12850 Middlebrook Rd.  
Suite 211  
Germantown, MD 20874

in Plat Book 26, Page 31, Plat No. E-1281, running thence with and binding on the Division Line between an 0.308 Ac. ± Chesterfield Homeowners Recreational Area as shown on the aforementioned Plat, and the Phase now being described, and referring the courses of the description contained herein to the Maryland State Grid Meridian,

1. South 83 degrees 22 minutes 37 seconds East 90.99 feet, thence leaving said division line and running with and binding on the division line between Phase 17 and the Phase now being described,
2. South 33 degrees 41 minutes 53 seconds East 261.51 feet, thence leaving said Division Line and Running with and binding on Division Line between Phase 19 and the Phase now being described,
3. South 56 degrees 18 minutes 07 seconds West 220.99 feet to a point on the outline of the aforementioned Plat, thence running with binding on part of said outline,
4. North 08 degrees 22 minutes 27 seconds West 354.46 feet to the point of beginning,

CONTAINING 1.021 acres of land, more or less.

PHASE 19

BEGINNING for the same at point No. 3175 on the Northwesternmost Right-Of-Way Line of Leeds Drive (60 feet wide Right-Of-Way) as shown on a Plat entitled A Condominium, (Phases 16-23), Plat Three, Section 2-D Revised, "Chesterfield,"

DESCRIPTION OF TOTAL OUTLINE OF  
PHASES 17, 18, AND 19  
(INCLUDING THE REMAINDER OF KINGSLEY COURT  
AND THE REMAINDER OF THE OPEN SPACE AREA)  
PLAT THREE, SECTION 2-D, REVISED  
"CHESTERFIELD"  
THIRD DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND  
PAGE 4

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Germantown, MD 20874

recorded among the Plat records, of Anne Arundel County, Maryland in Plat Book 26, Page 31, Plat No. E-1282, running thence with and binding on the outline of the aforementioned Plat, leaving the Right-Of-Way line of Leeds Drive, and referring the courses of the description contained herein to the Maryland State Grid Meridian,

1. North 63 degrees 01 minutes 08 seconds West 240.00 feet, and
2. North 08 degrees 22 minutes 27 seconds West 50.94 feet, thence leaving the aforesaid outline and running with and binding on the Division Line between Phase 18 and the Phase now being described,
3. North 56 degrees 18 minutes 07 seconds East 220.99 feet, thence leaving said Division Line and running with and binding on the Division Line between the Phase now being described and Phase 16, intended to be recorded among the land records of Anne Arundel County, Maryland, the following four (4) courses,
  4. South 33 degrees 41 minutes 53 seconds East 81.00 feet,
  5. South 56 degrees 18 minutes 07 seconds West 25.21 feet,
  6. South 33 degrees 41 minutes 53 seconds East 40.00 feet, and
  7. South 41 degrees 06 minutes 24 seconds East 86.83 feet to a point on the Northwesternmost Right-Of-Way line of Leeds Drive, thence running with and binding on said Right-Of-Way,

800-510-523

JOHN E. HARMS, JR. AND ASSOCIATES, INC. *Consulting Engineers - Architects - Surveyors*

PASADENA, MARYLAND

DESCRIPTION OF TOTAL OUTLINE OF  
PHASES 17, 18, AND 19  
(INCLUDING THE REMAINDER OF KINGSLEY COURT  
AND THE REMAINDER OF THE OPEN SPACE AREA)  
PLAT THREE, SECTION 2-D, REVISED  
"CHESTERFIELD"  
THIRD DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND  
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**RYAN SETTLEMENT SERVICES  
AGENCY, INC.**  
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Germantown, MD 20874

8. 121.44 feet along the arc of a curve to the left, having a radius of 590.00 feet, and being subtended by a chord of South 32 degrees 52 minutes 40 seconds West 121.23 feet to the point of beginning,  
CONTAINING 0.985 acres of land, more or less.

BEING part of that parcel of land which by deed dated March 20, 1978, and recorded among the land records of Anne Arundel County, Maryland in Liber W.G.L. 3062 at Folio 888, was granted and conveyed by Oriole Homes Corp. to the Chatterleigh Limited Partnership.

BC-4042 FRI 11/10/87  
BOOK 510 PAGE 524  
104  
267062

FINANCING STATEMENT

TO: \_\_\_\_\_ Financing Records, State Department of Assessments and Taxation  
X \_\_\_\_\_ Financing Records, Circuit Court of Anne Arundel County, Maryland  
\_\_\_\_\_ Land Records, Circuit Court of Anne Arundel County, Maryland

NOT SUBJECT TO RECORDATION TAX.

THE APPROPRIATE AMOUNT OF RECORDATION TAXES, IF ANY, HAVE BEEN PAID IN CONNECTION WITH A DEED OF TRUST AND DEED OF TRUST MODIFICATION AGREEMENT RECORDED OR INTENDED TO BE RECORDED AMONG THE LAND RECORDS OF THE JURISDICTION IN WHICH THE LAND AND PREMISES HEREIN DESCRIBED IS LOCATED AND GIVEN AS SECURITY IN CONNECTION WITH THE SAME LOAN.

THIS FINANCING STATEMENT, dated the 6th day of April 1987, is presented for filing pursuant to the Maryland Uniform Commercial Code.

1. Debtor's name and address:

MARTIN PROPERTIES LIMITED PARTNERSHIP  
c/o Foundos and Associates  
2448 Holly Avenue  
Annapolis, Maryland 21401

RECORD FEE 25.00  
POSTAGE .50  
244870 0688 802 112445  
APR 9 87

T.B.

2. Secured Party's name and address:

WASHINGTON FEDERAL SAVINGS  
AND LOAN ASSOCIATION  
5101 Wisconsin Avenue, N.W.  
Washington, D.C. 20016

3. This Financing Statement covers the following property to be utilized in or realized from the use and occupancy of improvements on the land described in that certain deed of trust dated March 25, 1985 from the Debtor to Robert K. Bowie and Robert W. Neff, Trustees, for the benefit of the Secured Party, and recorded March 29, 1985 among the land records of Anne Arundel County, Maryland in Book 3867 at page 770 as the same has been amended by that certain Deed of Trust Modification Agreement (the deed of trust, as amended, is hereinafter referred to as the "Deed of Trust") of even date herewith by and among the Debtor, the Secured Party and Robert W. Neff, sole acting trustee, and to be recorded among the land records of Anne Arundel County, Maryland, simultaneously with the filing hereof:

A. All the as built plans, surveys, appliances, fixtures and equipment now or hereafter delivered to, installed in, affixed to, placed upon, or used in connection with the land and premises described herein, and all replacements thereof, additions thereto and substitutions therefor; and

B. All of the Debtor's other personal property now or hereafter located on the premises described below and necessary to the use and occupancy thereof; and

20-  
52

- C. All awards and other payments in respect of any taking (as described in section 9 of the Deed of Trust) and all insurance proceeds (as described in section 11.3 of the 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 Deed of Trust; and
  - D. All of the Debtor's interest as landlord in all leases of the land and premises described herein, and the rents and security deposits payable thereunder; and
  - E. All of the proceeds, issues and profits of the security property described herein.
4. Said Deed of Trust secures an obligation of the Debtor to the Secured Party in the principal amount of \$1,670,000, which obligation has a maturity date of fifteen (15) years from the date hereof.
  5. Proceeds of the collateral are also covered.
  6. The real property described in Exhibit "A" attached hereto and covered by the aforesaid Deed of Trust is owned by the Debtor. The real property described in Exhibit "B" attached hereto is owned by Kenny B. Ngan and Margaret S. Ngan; the Debtor's leasehold interest in the real property described in Exhibit "B" is covered by the Deed of Trust.

DEBTOR:

MARTIN PROPERTIES LIMITED  
PARTNERSHIP

By: *C. William Martin* [SEAL]  
C. William Martin,  
General Partner



EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL A

BEGINNING for the same at an iron pipe found at the same beginning point as in the conveyance from Katheria Dillon, Trustee, to the Christine Corporation by deed dated September 9, 1928, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2204, page 233; said pipe being further located at the end of the southerly 204.8 foot line of the conveyance from R. Tilghman Brice, III, Trustee, to Henry Herndon, Et Al, by deed dated July 2, 1973, and recorded among the said Land Records in Liber 2228, page 296;

THENCE running from the place of beginning so fixed end with part of the said southerly 204.8 foot line of the said conveyance to Henry Herndon, Et Al, reversely, as now found, and also with the North 27 degree 11 minute East 203.94 foot line of the above mentioned conveyance to the Christine Corporation, as now found and with bearings referred to Annapolis Grid North, North 28 degrees 12 minutes 30 seconds East 202.90 feet to a cross mark found in a concrete sidewalk on the south right-of-way line of West Street as shown on State Roads Commission Plat#10830;

THENCE with said right-of-way line, as now found, South 67 degrees 03 minutes 56 seconds East 50.89 feet to an iron pipe found

THENCE leaving said West Street and with part of the northerly 208 foot line of the above mentioned conveyance to Henry Herndon, Et Al, reversely, and as now found, and also with the west line of the conveyance from Loney L. Herndon and Annie Herndon, his wife, to Carrie A. Pindell and Joseph B. Pindell, her husband, by deed dated June 20, 1927, and recorded among the said Land Records in Liber FSR 19, page 218, South 24 degrees 35 minutes 50 seconds West 173.23 feet to an iron pipe set at the southwest corner of the above mentioned conveyance to Carrie A. Pindell and husband; said pipe being further located at the northwest corner of Part Two of the conveyance from Walter J. Queen and Olivia Queen, his wife, to Julia Jordan, by deed dated March 5, 1947, and recorded among the said Land Records in Liber JHH 401, page 294;

THENCE with the west line of Part Two of the said conveyance to Julia Jordan and also continuing along part of the northerly 208 foot line of the said conveyance to Henry Herndon, Et Al, reversely, South 24 degrees 35 minutes 50 seconds West 30.01 feet to an iron pipe set at the beginning of said northerly 208 foot line of the said conveyance to Henry Herndon, Et Al; said pipe being further located at the southwest corner of said Part Two of the above mentioned conveyance to Julia Jordan; said pipe being still further located in the north line of Lot 38, as shown on a unnamed plat by E. Lacey Chinn recorded among the Plat Records of Anne Arundel County in Plat Book 11, page 41;

THENCE with part of the north line of said Lot 38 and also with part of the easterly 90 foot line of the above mentioned conveyance to Henry Herndon, Et Al, reversely, as now found, North 65 degrees 14 minutes West 25.14 feet to a stone found at the northwest corner of said Lot 38, as shown on a Plat recorded in Plat Book 11, page 41;

THENCE still continuing with the said easterly 90 foot line of the above mentioned conveyance to Henry Herndon, Et Al, reversely and as now found, North 63 degrees 43 minutes 29 seconds West 38.65 feet to the place of beginning.

CONTAINING 10,607 square feet, more or less, and as surveyed by J. R. McCrone, Jr., Inc. Registered Professional Engineers and Land Surveyors, in February, 1976.

PARCEL B

BEGINNING for the same at an iron pipe set at the southeast corner of the conveyance from Loney L. Herndon and Annie Herndon, his wife, to Carrie A. Pindell and Joseph B. Pindell, her husband, by deed dated June 20, 1927, and recorded among the Land Records of Anne Arundel County, Maryland, in FSR 19, page 218; said place of beginning being further located at the same beginning point as in the conveyance from Henry Herndon and Mary C. Herndon, his wife, to John A. Taylor and Sophia Taylor, his wife, by deed dated July 13, 1973, and recorded among the said Land Records in Liber 2603, page 254;

THENCE running from the place of beginning so fixed and with the south line of the above mentioned conveyance to Pindell and also running along part of the north line of Part Two of the conveyance from Walter G. Queen and Olivia Queen, his wife, to Julia Jordan by deed dated March 5, 1947, and recorded among the said Land Records in Liber JHH 401, page 294, and with bearings referred to Maryland Grid North, North 66 degrees, 14 minutes West 77.30 feet to an iron pipe set at the north west corner of



said Part Two of the above mentioned conveyance to Julia Jordan; said point being further located at the southwest corner of the above mentioned conveyance to Pindell; said point being still further located in the northerly 300 foot line of the conveyance from R. Tlghman Brice, III, Trustee, to Henry Herndon, Et Al, by deed dated July 2, 1973, and recorded among the said Land Records in Liber 3838, page 396;

THENCE with part of said northerly line, as now found and surveyed, and also running with the west line of the above mentioned conveyance to Pindell, North 34 degrees 35 minutes 50 seconds East 173.33 feet to an iron pipe found on the south right-of-way line of West Street as shown on State Roads Commission Plat #19830;

THENCE with said right-of-way line, South 64 degrees 49 minutes 50 seconds East 77.31 feet to a cross mark found in the concrete curb and at the end of the North 34 degrees 35 minutes 50 seconds East 174.69 foot line of the above mentioned conveyance to John A. Taylor and wife;

THENCE with said line, reversely, and also with the east line of the above mentioned conveyance to Pindell and leaving the said right-of-way line of West Street, South 34 degrees 35 minutes 50 seconds West 174.69 feet to the place of beginning.

CONTAINING 13, 823 square feet, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in February 1976.

#### PARCEL C

BEGINNING for the same at an iron pipe set at the same beginning point as in the conveyance from Henry Herndon and Mary C. Herndon, his wife, to John A. Taylor and Sophia Taylor, his wife, by deed dated July 13, 1973, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3805, page 354, said point of beginning being further located at the southeast corner of the conveyance from Loney L. Herndon and Annie Herndon, his wife, to Carrie A. Pindell and Joseph B. Pindell, her husband, by deed dated June 20, 1937, and recorded among the said Land Records in Liber F3R 19, page 218;

THENCE running from the place of beginning so fixed and running with the outlines of the above mentioned conveyance to Taylor and also running with the easternmost line of the above mentioned conveyance to Pindell and with bearings referred to Annapolis Grid North, North 34 degrees 35 minutes 50 seconds East 174.69 feet to a cross mark found in the concrete curb located on the south right-of-way line of West Street, as shown on State Roads Commission Plat No. 19830;

THENCE with said right-of-way line and continuing with the outlines of the above mentioned conveyance to Taylor, South 64 degrees 49 minutes 50 seconds East 33.80 feet to a cross mark found in the above mentioned concrete curb; said point also being located at a point of curve, as shown on State Roads Commission Plat No. 22769;

THENCE with a curve to the right having a radius of 30.0 feet for an arc distance of 18.39 feet to intersect the west side of Parole Street (44 feet wide) as shown on City of Annapolis Utility Right-of-Way Plat No. 276;

THENCE with the west side of said Parole Street, South 34 degrees 33 minutes 40 seconds West 166.41 feet to an iron pipe found;

THENCE leaving said Parole Street and still continuing with the above mentioned conveyance to Taylor North 65 degrees 14 minutes West 70.30 feet to the place of beginning.

CONTAINING 12,143 square feet, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in February 1976.

LESS AND EXCEPT therefrom the land described in Exhibit "A-1" attached hereto.

EXHIBIT "A-1"

BEGINNING for the same at the beginning of Parcel A of the conveyance by Reico Associates West et al to Martin Properties Limited Partnership by deed dated July 5, 1983 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3607 Folio 808; thence leaving said beginning point so fixed and running with Parcel A of said conveyance and as shown on a plat recorded among the Land Records of Anne Arundel County, Maryland in Liber 3811 Folio 440,

North  $26^{\circ} 01' 57''$  East 202.90',

to the southernmost right of way line of West Street, thence running with said line of West Street with a part of the South  $67^{\circ} 02' 50''$  East 50.09 foot line of said Parcel A,

South  $67^{\circ} 02' 50''$  East 4.0',

thence leaving said West Street and running through a part of said Parcel A,

South  $26^{\circ} 01' 51''$  West 203.13',

to intersect the closing or North  $63^{\circ} 43' 20''$  West 30.65' line of said Parcel A, thence running with a part of said line,

North  $63^{\circ} 43' 20''$  West 4.0',

to the place of beginning.

CONTAINING 0.019 AC± as described by McCrone, Inc., Registered Professional Engineers and Land Surveyors in March 1985.

BEING a part of said Parcel A of the conveyance by Reico Associates West to Martin Properties Limited Partnership by deed dated July 5, 1983 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3607 Folio 808 and as shown on a plat recorded in the Land Records of Anne Arundel County, Maryland in Liber 3811 Folio 440.

EXHIBIT "B"

## LEGAL DESCRIPTION

BEGINNING for the same at a pipe found at the same beginning point as described in the conveyance from Katherine Dillon, Trustee, to The Christine Corporation by deed dated September 9, 1968 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2204, page 533;

THENCE running from said beginning point so fixed and running with the last line of the above mentioned conveyance, reversely, and running with the South 62 degrees 49 minutes East, 5.70 foot line of the conveyance from Aris T. Allen and Faye Allen, his wife, to The Christine Corporation by deed dated September 20, 1968 and recorded among said Land Records in Liber 2205, page 130, reversely, and running with the second line of the conveyance from Vincent A. Mulieri, Trustee, to The Christine Corporation by deed dated July 31, 1979 and recorded among said Land Records in Liber 3236, page 718, reversely, and also running with the South 62 degrees 49 minutes East, 29.5 foot line of Parcel A in the above mentioned conveyance from Allen to The Christine Corporation, Liber 2205, page 130; as now surveyed, North 62 degrees 42 minutes West, 116.10 feet to a nail found in a wall at the beginning of the above mentioned South 62 degrees 49 minutes East, 29.5 foot line of Parcel A in said conveyance from Allen to The Christine Corporation; said point also being at the end of the South 28 degrees 16 minutes 20 seconds West, 198.45 foot line of the conveyance from Arundel Office Equipment Company Incorporated to The Christine Corporation by deed recorded among said Land Records in Book 2090, page 313;

THENCE running with said last mentioned line, reversely, and running with the last line of Parcel A in the above mentioned conveyance from Allen to The Christine Corporation which is erroneously described as being North 28 degrees 16 minutes 20 seconds East, 198.45 feet as now surveyed and corrected, North 28 degrees 16 minutes East, 198.09 feet to an X mark found cut in the sidewalk near the south side of West Street;

THENCE continuing North 28 degrees 16 minutes East, 3.82 feet to a point on the south side of West Street and in the right of way line as shown on State Road Commission Plat No. 19830;

THENCE running with the south side of West Street and with the right of way line as shown on said Plat and with the arc of a curve to the right which has a radius of 7,974.37 feet, a chord of South 64 degrees 18 minutes 22 seconds East, 112.32 feet for an arc distance of 112.32 feet to a point;

THENCE leaving West Street and the right of way line as shown on said State Road Commission Plat, South 27 degrees 11 minutes West, 2.03 feet to an X mark found cut in the sidewalk near the southside of West Street; said X mark being at the end of the North 27 degrees 11 minutes East, 203.04 foot line of the above mentioned conveyance from Dillon to The Christine Corporation, Liber 2204, page 533;

THENCE running with said last mentioned line, reversely, South 27 degrees 11 minutes West, 203.00 feet to the place of beginning;

CONTAINING 0.53 acres and as surveyed by J.R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in August 1982.

BEING Parcel II as described in a Deed dated August 24, 1982 and recorded among the Land Records of Anne Arundel County in Liber 3513, Folio 370 from The Christine Corporation.

TOGETHER with the land described in the foregoing Exhibit "A-1".

TO BE

RECORDED IN  
~~XXXXXXXXXXXX~~  
Chattel Records

SUBJECT TO

NOT TO BE

NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ \_\_\_\_\_

FINANCING STATEMENT

100400

1. Debtor(s):  
(Borrower)

The Palmer Family, Inc.  
Name or Names - Print or Type

P.O. Box 375                      Crownsville-Anne Arundel                      MD                      21032  
Address - Street No.,                      City-County                      State                      Zip Code

N/A  
Name or Names - Print or Type

Address - Street No.,                      City-County                      State                      Zip Code

2. Secured Party:

Community Development Administration, A Division of the Department  
of Economic and Community Development the State of Maryland  
Name or Names - Print or Type

45 Calvert Street                      Annapolis-Anne Arundel                      Md                      21401  
Address - Street No.,                      City-County                      State                      Zip Code

3. The Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

SEE EXHIBIT A

4. If above described personal property is to be affixed to real property, describe real property.

SEE EXHIBIT B

5. If collateral is crops, describe real estate.

RECORDED FEE 17.00  
STAMPED  
APR 10 1987  
T.B.

6. Proceeds of collateral X are \_\_\_\_\_ are not covered.

7. Products of collateral \_\_\_\_\_ are \_\_\_\_\_ are not covered.

DEBTOR(s): The Palmer Family, Inc.  
(Borrower)

SECURED PARTY:

Richard W. Palmer  
(Signature of Debtor)

by: Ruthard W. Palmer, President  
Type or Print

Community Development Administration  
(Company, if applicable)

N/A  
(Signature of Debtor)

Fran D. Makle  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print

Fran D. Makle  
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 Fran D. Makle, 45 Calvert Street, Annapolis, MD 21401

17.50

## EXHIBIT A

\*\* and with bearings corrected for magnetic differences, North 24 deg. 30' East 247.50 feet to an iron pipe found on the South side of Millersville Road;

THENCE with the same South 65 deg. 30' East, 92.92 feet to a point of curve;

THENCE with a curve to the right having a radius 156.87 feet for an arc length of 177.96 feet to a point of tangency located on the West side of Waterbury Road;

THENCE with the same South 00 deg. 30' 10" East, 243.14 feet to an iron pipe set;

THENCE leaving said Waterbury Road and running through the conveyance from Ira J. Waggonheim, Trustee, to Paul C. Logue, and Mary H. Lague, his wife, by deed dated May 20, 1968 and recorded among the said Land Records in Liber 2171, page 320, North 79 deg. 52' 36" West, 348.79 feet to the place of beginning;

CONTAINING 2.22 acres, more or less, and as surveyed by J.R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors in November, 1978.

Personal property covered by this financing statement includes:

- (a) all buildings and improvements of every kind and description now or hereafter erected or placed on the Land, and all fixtures and articles of personal property which are, or which may hereafter be, attached to and used with the Land (except such personal property belonging to any tenants);
- (b) all the rights, roads, alleys, ways, waters, privileges, easements, profits, and appurtenances thereunto belonging or in any way appertaining, and including any right, title, interest, and estate hereafter acquired by the Borrower in the Land;
- (c) all building materials and other chattels on the Land now owned or hereafter acquired by the Borrower and incorporated or intended to be incorporated in the buildings and improvements on the Land and all fixtures, equipment, accessories, and furniture which are attached to or affixed to the buildings and improvements including, but not limited to kitchen cabinets, hot water heaters, gas and electric ranges, laundry equipment and tubs, medicine cabinets, lighting fixtures, heating plant, air conditioning equipment, piping, tubing, duct work, radiators, storm windows, storm doors, screens, screen doors, window shades and awnings, all of which fixtures, accessories and equipment now or hereafter placed upon the Land are hereby declared by the Borrower to be fixtures and permanent additions to the Land and intended to be included as part of the Land hereby conveyed, except in all cases personal property owned by any tenants;
- (d) any award made in the nature of compensation for condemnation or appropriation for any of the foregoing property by any governmental body, including awards or damages for matters other than a direct taking which nonetheless affect any of the foregoing property;
- (e) all amounts payable to or recoverable by the Borrower under the terms of any contract for the rehabilitation of the Project or any surety bond issued on account of rehabilitation;
- (f) all rights under and amounts recoverable under warranties as to quality or performance of any material, part, subassembly, appliance or other component part of the Project;
- (g) all proceeds of casualty insurance on the Project or any part thereof;
- (h) any real estate tax rebates or refunds which Borrower is entitled to receive;

(i) any amounts in the Project's accounts or funds described in this Deed of Trust;

(j) all funds provided to the Project including payments in the nature of rent subsidies or for operations pursuant to any contracts or agreements from local, state, federal or private agencies or entities or charitable organizations;

(k) all leases, rents, revenues or other monies of whatever nature that Borrower may receive or be entitled to receive, including those now due, past due, or to become due (the "Rents") as a result of any lease or other occupancy agreement and all renewals and guarantess thereof (the "Leases"); and

BOOK 510 PAGE 531

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT  
Recorded among the Financing Records of Baltimore City in Liber  
SER. No. 410, folio 379  
Roll No. \_\_\_\_\_ Page No. \_\_\_\_\_

Identification No. \_\_\_\_\_ Dated \_\_\_\_\_

1. Debtor(s) { CHATTERLEIGH LIMITED PARTNERSHIP  
Name or Names—Print or Type  
c/o Gerald S. Klein  
36 S. Charles Street, Baltimore, MD 21201  
Address—Street No., City - County State Zip Code

2. Secured Party { CHASE BANK OF MARYLAND  
Name or Names—Print or Type  
10 E. Baltimore Street, Baltimore, MD 21202  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

RECORD FEE 13.00  
POSTAGE 50  
RECEIVED DATA DIVISION 11/21/87  
APR 9 87

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: The property described below.</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

GL

BEING KNOWN AND DESIGNATED as Lot numbered sixty-four (64) in Block I as shown on the plat of a subdivision entitled "PLAT TWO SECTION 1-D, CHESTERFIELD" as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland in Plat No. 4956, Book 95, page 31.

CHASE BANK OF MARYLAND

Dated: March 24, 1987

By: Wayne E. Olson

Name of Secured Party

Signature of Secured Party

Vice President

Type or Print (Include Title if Company)

Lucas Bros. Form T-1

Return to:

~~James S. [redacted]~~  
~~Company, Baltimore, [redacted]~~  
~~250 N. [redacted] Street~~  
~~Baltimore, Maryland 21201~~

13  
5

After recording return to

**RYAN SETTLEMENT SERVICES  
AGENCY, INC.**  
12850 Middlebrook Rd.  
Suite 211  
Germantown, MD 20874

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 2-16-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SARRO-SIEGEL LEASING CORP.  
Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A. RECORD FEE 11.00  
Address 300 E. Lombard Street REGISTRATION .50  
Baltimore, MD 21202 105297 0777 001 108:55

Person And Address To Whom Statement Is To Be Returned If Different From Above.

APR 13 87

3. Maturity date of obligation (if any) \_\_\_\_\_

T.B.

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 12-1-86, Schedule # N/A, dated N/A between Assignor as Lessor and LEASE ACCOUNT # BB3045 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 2-16-87 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SARRO-SIEGEL LEASING CORP.  
Frank J. Sarro, III  
(Signature of Debtor)

Frank J. Sarro, III - Partner  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Nancy J. Dayson  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

2652  
BB/HAIR/CON'T

BOOK 510 PAGE 538

EQUIPMENT LIST

QUANTITY

DESCRIPTION

3	Sections of Custom Laminated Shampoo Bulkheads
3	Belv. Shampoo Bowl 3800-622-403
3	Takara Belmont Princess Island Styling Stations
3	C Type Round Back Hyd. Stylers EX 70
6	Ergo Receptionist Chair, air lift
1	Formatron #SC4272 Cascade Desk Spec.
1	Metro Chrome Coat Rack
1	Metro Chrome Retail Rack
1	72" Custom Plexi Shelf Liner
1	Custom Laminated Coffee Bar
1	C Type Dryer Chair Tops
6	Custom Laminated Dryer Benches
2	Belv. Norris #M34T Shampoo Chairs
3	

SARRO-SIEGEL LEASING CORP.

BY:

Frank J. Sarro, III

TITLE:

Partner

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:

Mary E. Sayson

TITLE:

Lease/Loan Credit Officer

BOOK 510 11.537

207033

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 2-12-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SARRO/SIEGEL LEASING PARTNERSHIP  
Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.  
Address 300 E. Lombard Street  
Baltimore, MD 21202

RECORD FEE 11.00  
POSTAGE .50  
MARCH 17 1987 10:56  
APR 13 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

TB

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 12-31-86, Schedule # 01, dated 12-31-86 between Assignor as Lessor and LEASE ACCOUNT # 832216 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 2-12-87 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SARRO/SIEGEL LEASING PARTNERSHIP

(Signature of Debtor)

Frank J. Sarro, III  
Type or Print Above Signature on Above Line

(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

(Signature of Secured Party)

NANCY L. GAYNOR

Type or Print Above Name on Above Line

Filed with Anne Arundel County

11/90

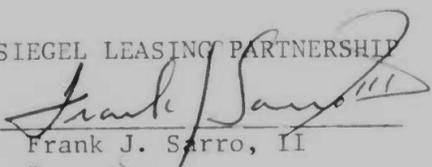
2653  
BWF/PETICCA

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	Rs6E Glencoe Refrigerator
1	115V/Cincinnati Time Clock
1	OMRON RS018-11 Cash Register
1	Aqua Matic/6' Hood System (Dry)
4	Pitman 14BA Std. Gas Fryers
4	Pitman Sets of Casters
70	Pitman Fry Baskets
1	Miroil Filter
1	Nelco/#B411-01212CO Ice Machine
1	Nelco B4000165100 Ice Bin
1	Eagle TM1220RW120T Hot Warmer w/lids
1	Melink 200XS Safe
1	Eagle/HSA 10FO Handsink
1	Eagle/4121163181&R 3 Compartment Sink
1	Advance/1005 Dunnage Rack
1	RF Hunter E080E Filtrator
1	RF Hunter Set Filters
1	Bloomfield #29 Potato Cutter
1	Bloomfield 3/8" Die Cutter Head
1	Advance/1006 Dunnage Rack
2	Crecor/229FF20 Fry Basket Racks
5	Avtec Quick Disconnect/Hoses
1	Boardwalk Fries Smallwares Package
1	Triangle Sign, Sign and Menu Board

SARRO/SIEGEL LEASING PARTNERSHIP

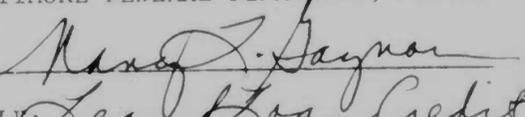
BY:

  
 Frank J. Sarro, II

TITLE: Partner

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:

  
 Nancy S. Daynor  
 Lease Loan Credit  
 officer

TITLE:

FINANCING STATEMENT

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): K&G Construction, Inc.  
 Address: P.O. Box 3045  
 Crofton, MD 21114

REC'D 3/27

300 510 530

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
 Address: Metro Plaza One, 8401 Colesville Road  
 Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:

All A/R, equipment, inventory now owned and/or hereafter acquired.

SECURITY FEE 11.00  
 POSTAGE 50  
 MARYLAND DEPT. OF REVENUE 108.54  
 APR 13 87

T.B.

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate, include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
 The above-described goods are affixed or to be affixed to:

- Proceeds of the collateral are also covered.
- Products of the collateral are also covered.

Debtor(s): K&G Construction, Inc.

*John J. Giacobba* *Secretary*  
 John J. Giacobba, President *Secretary*

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: *George H. Lowe, Jr.*  
 George H. Lowe, Jr.  
 (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)

11/50

STATE OF MARYLAND BOOK 510 FILE 540  
 FINANCING STATEMENT FORM UCC-1 Identifying File No. 097003

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to 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 BAR Landscaping Service Corp.  
 Address 750 Andover Rd., Linthicum, MD, 21090

RECORDED FEE 12.00  
 005285 0777 PAI 109745  
 APR 13 87

T.B.

2. SECURED PARTY

Name H.J. Richardson & Sons, Inc. Assignee of Secured Party  
 Address 3400 Windsor Mill Rd. KUBOTA CREDIT CORPORATION, USA  
 NORCROSS, GEORGIA 30093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Kubota L2250DT-4 Tractor # 51941  
 Kubota 55400G Loader # 14446  
 Tractor 6LD Backhoe # NSN  
 King K200-66 Box Scraper new  
 TAN Wagon NSN

Name and address of Assignee

54900-810467

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Richard Wayne Steffe (President)  
 (Signature of Debtor)

Richard Wayne STEFFEE  
 Type or Print Above Name on Above Line

(Signature of Debtor)

12.00 Type or Print Above Signature on Above Line

W E Richardson Pres  
 (Signature of Secured Party)

W E Richardson  
 Type or Print Above Signature on Above Line

TO BE RECORDED AMONG THE CHATTEL RECORDS OF  
ANNE ARUNDEL COUNTY, MARYLAND

287039

FINANCING STATEMENT

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use	
File No.	.....
Date &	.....
Hour	.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
DAVIS, Harold G. and DAVIS, Lisa R.	9608 48th Avenue	College Park, Maryland	20740	

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
SOVRAN BANK/DC NATIONAL, 1801 K Street, N.W., Washington, D.C. 20006				

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

See Schedule "A" attached hereto and incorporated herein by reference.

RECORDED FEE 14.00  
 POSTAGE 50  
 STAMPED INDEX 1002 712:37  
 APR 13 87  
 T.B.

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)	Secured Party:
<u>HAROLD G. DAVIS</u>	SOVRAN BANK/DC NATIONAL (Seal)
<u>LISA R. DAVIS</u>	(Corporate, Trade or Firm Name)
(Type or print name under signature)	By: <u>D.J. Vigen</u>
	Signature of Secured Party or Assignee
	<u>D.J. Vigen</u> VICE PRESIDENT
	(Owner, Partner or Officer and Title)
	(Signatures must be in ink)

14-5

SCHEDULE "A" TO THE FINANCING STATEMENT

All plumbing, engines, boilers, heating and lighting apparatus, sprinkler or fire extinguishing systems, screens, fans, ventilating or air conditioning systems, on site building materials and supplies, awnings, blinds, window shades, gas ranges, electric ranges, mechanical refrigeration, including refrigerators, mantels, linoleum, wall or indoor beds, wall panels and tapestries, frescoes and paintings on or attached to walls and ceilings and all improvements and fixtures of every kind and description now owned or which may hereafter be owned by Debtor in and upon the below described land and premises, or which may hereafter be placed thereon, including, but not limited to, any equity which may be acquired by the said Debtor in such property as a result of the making of installment payments on account of the purchase thereof.

DESCRIPTION OF REALTY:

See SCHEDULE "B" TO THE FINANCING STATEMENT attached hereto and incorporated herein by reference.

RECORD OWNERS:

HAROLD G. DAVIS and LISA R. DAVIS

SCHEDULE "B" TO THE FINANCING STATEMENT

Lot Numbered Eight (8) described on a plat entitled ROWE PROPERTY,  
PLAT TWO, and recorded among the Land Records of Anne Arundel  
County, Maryland, at Plat Book No. 103, folio 26.

MN211701.FIS  
1840

BOOK 510 PAGE 541

207010

FINANCING STATEMENT

1. Names of Debtor: NORTHEAST BEVERAGE CORP.  
Address: 1652 West Pulaski Highway  
Elkton, Maryland 21921
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 Deed of Trust dated April 7, 1987 from Debtor to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Harford County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

5-3-

15.00  
POSTAGE  
PAID  
MAY 13 1987  
T.B.

(d) Proceeds and products of all collateral are covered.

4. Recordation tax on the principal sum of \$435,000 has been paid to the Clerk of the Circuit Court of Harford County, Maryland upon recording of the Deed of Trust.

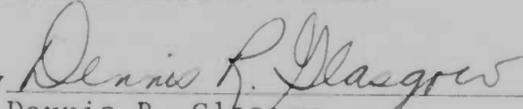
Debtor:

NORTHEAST BEVERAGE CORP.

By   
Thomas R. Berger  
President

Secured Party:

MARYLAND NATIONAL BANK

By   
Dennis R. Glasgow  
Assistant Vice President

Mr. Clerk: Return to Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202  
ATTN: Jeffrey H. Seibert, Esquire

RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF HARFORD COUNTY, MARYLAND
2. WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

BOOK 510 PAGE 54

EXHIBIT A

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in the County of Harford, State of Maryland, and more particularly described as follows:

BEING all that lot or ground situate, lying and being in the Sixth Election District of Harford County, State of Maryland, and being known and designated as Lot No. 3, as shown on a plat entitled, "Final Plat of Lands of William S. James", which Plat is recorded among the Land Records of Harford County in Plat Book CGH 56 folio 64.

510 - 547

548

549

# 's not used

S/b Land

4-13-87

510 - 547

548

549

# 's not used

S/b Land

4-13-87

510 - 547

548

549

# 's not used

S/b Land

4-13-87

STATE OF MARYLAND

800 510 PAGE 550

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264769

RECORDED IN LIBER 505 FOLIO 114 ON November 20, 1986 (DATE)  
Anne Arundel County, Maryland

1. DEBTOR

Name WTC AIR FREIGHT  
Address 2600 Cabover Drive, Suite D & E  
Hanover, MD 21076

RECORD FEE 10.00  
POSTAGE .50  
NOV 20 1986  
APR 11 1987

2. SECURED PARTY

Name FOOTHILL CAPITAL CORPORATION  
Address 11111 Santa Monica Blvd., Suite #1500  
Los Angeles, CA 90025-3333

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<input type="checkbox"/> <b>A. Continuation</b> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<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:
	<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:	<input checked="" type="checkbox"/> <b>D. Other:</b> (Indicate whether amendment, termination, etc.) <b>AMENDMENT</b>
	Amend to show additional address and Chief Executive Office of Debtor as follows: <u>4299 MacArthur Blvd., Suites 104, 105 &amp; 106</u> <u>Newport Beach, CA 92660</u>	

By WTC AIR FREIGHT  
[Signature]

Dated February 1986  
10/20 filed to Secured Party

By FOOTHILL CAPITAL CORPORATION  
(Signature of Secured Party)  
Judy M Wasserman, A.V.P.  
Type or Print Above Name on Above Line

BOOK 510 PAGE 551

287913

### FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at Anne Arundel County
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) \_\_\_\_\_ Address(es) \_\_\_\_\_  
 Powerhouse Tool and Supply, Inc. 911A Commerce Road  
 Annapolis, Maryland 21401

6. Secured Party: Maryland National Bank Address: Department: Collateral Unit  
 Attention: Lisa Keller ~~XXXXXXXXXXXXXXXXXXXX~~ P. O. Box 871  
~~XXXXXXXXXXXXXXXXXXXX~~ Annapolis, Md. 21404  
 (Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

RECORD FEE 11.00

50  
 REGISTRATION CTM MI 11/12/87  
 APR 13 87

Debtor: Powerhouse Tool & Supply, Inc.

Secured Party: Maryland National Bank

By: Stephen E. Sobolewski (Seal)  
 Type name and title, if any

By: Maureen T. Konschnik (Seal)

By: Ivy D. Soboleswki (Seal)  
 Type name and title, if any  
 Ivy D. Soboleswki, Secretary

Maureen T. Konschnik, Asst. Vice President  
 Type name and title

**MARYLAND NATIONAL BANK**

207-95 REV 1/86

Mailed to Secured Party

11-5

[Stamp: MARYLAND NATIONAL BANK]

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 510 PAGE 552

Identifying File No. 227011

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to 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 Condere Corporation

Address 500 Sargent Drive, New Haven, CT 06536

2. SECURED PARTY

Name The Armstrong Rubber Company

Address 500 Sargent Drive, New Haven, CT 06536

RECORD FEE 13.00  
REC-401 6777 NOT 108.32  
APR 14 87

T.B.

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

For a description of the collateral covered by this Financing Statement, see Exhibit A attached hereto and incorporated herein by reference.

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)

C/CC Anne Arundel Cnty/MD

(Products of collateral are also covered)

Mailed to Secured Party

(Signature of Debtor)

Condere Corporation  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

The Armstrong Rubber Company  
Michael F. Fountain  
Type or Print Above Signature on Above Line

13.00

EXHIBIT A  
TO  
FINANCING STATEMENT

DEBTOR: CONDENE CORPORATION

SECURED PARTY: THE ARMSTRONG RUBBER COMPANY

All of the following property and interests in property of the Debtor (herein referred to as "Collateral"), whether such Collateral shall be now owned or existing or whether it shall be hereafter acquired or arising or created by Debtor wheresoever located:

(a) All accounts, accounts receivable, contract rights, chattel paper, instruments, documents and any other right to payment for goods sold or leased or for services rendered.

(b) All inventory, including without limitation, all goods intended for sale or lease by Debtor, or for display or demonstration, all merchandise, work in process, raw materials and other materials and supplies of every nature and description used or which might be used in connection with the manufacturing, packing, shipping, advertising, selling, leasing or furnishing of such goods or otherwise used or consumed in Debtor's business.

(c) All goods of Debtor, including without limitation, all machinery, apparatus, equipment, fittings, furniture, furnishings, fixtures, tools, supplies, motor vehicles and other tangible personal property (other than inventory) of every kind and description used in Debtor's operations or owned by Debtor or in which Debtor has an interest, and all parts, accessories, increases and accessions thereto and substitutions and replacements therefor.

(d) All general intangibles, including, without limitation, all choses in action, causes of action, corporate or other business records, deposit accounts, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, customer lists, tax refund claims, computer programs, all claims under guaranties, security interests or other security held by or granted to Debtor to secure payment of any account by an account debtor, all rights to indemnification (including rights to indemnification under that certain Purchase Agreement, between The Armstrong Rubber Company and Condena Corporation, a Delaware corporation) and all other intangible personal property of every kind and nature.

(e) Documents, Instruments, and Chattel Paper, each as defined in Section 9-105 of the Uniform Commercial Code.

NY 510 11551

of any kind or at any time or  
cession of under the control of  
Secured Party.  
substitutions for and all replace-  
the Collateral described in  
(e), and (f) above, including the  
of insurance policies insuring the  
(c),  
and records (including without limitation, dup-  
licates, tapes, computer programs, printouts, and  
materials and records) of Debit pertaining  
material described in paragraphs (a), (b), (c),  
(d) and (e) above.

F429

2

(f) All monies and property of any kind or at any time or times hereafter, in the possession or under the control of Secured Party or a bailee of Secured Party.

(g) All accessions to, substitutions for and all replacements, products and proceeds of the Collateral described in paragraphs (a), (b), (c), (d), (e), and (f) above, including, without limitation, proceeds of insurance policies insuring the Collateral.

(h) All books and records (including without limitation, customer lists, credit files, computer programs, printouts, and other computer materials and records) of Debtor pertaining to any of the Collateral described in paragraphs (a), (b), (c), (d), (e), (f) or (g) above.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If this statement is to be recorded in land records check here.

FINANCING STATEMENT

Identifying File No. \_\_\_\_\_

If subject to recordation indicate amount of debt below.  
\$ \_\_\_\_\_

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR (OR ASSIGNOR)

Name Homeowners & Contractors, Inc.

Address 111 Benfield Road, Severna Park, MD 21146

2. SECURED PARTY (OR ASSIGNEE)

Name Elliot & Frantz, Inc.

Address 1400 Cherry Hill Road

Baltimore, MD 21225

RECORD FEE 11.00  
APR 14 1987

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- One (1) Used 1985 Fiat-Allis Crawler Loader complete, Model FL10C, S/N 113693
- One (1) Used Caterpillar Crawler Loader, Model 955L, S/N 85J11147

T.B.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above listed crops are growing or are to be grown on: (describe land)

(If collateral is goods affixed or to be affixed to realty) The real estate to which the collateral is affixed or to be affixed is as follows: (describe realty)

(If proceeds or products of collateral are claimed) The following (proceeds) (products) of the property are also covered: (list)

Homeowners & Contractors, Inc.  
(Signature of Debtor or Assignor)

[Signature]  
(Signature of Debtor or Assignor)

Elliot & Frantz, Inc.  
(Signature of Secured Party or Assignee)

[Signature]  
(Signature of Secured Party or Assignee)

11

Mailed to Secured Party

A 302370

Anne  
Arumalle

510 PAGE 556

267013

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 Gantos, Inc.

Address 4025 Broadmoor Southeast, Grand Rapids, MI 49508

2. SECURED PARTY

Name AEL Leasing Co., Inc.

Address P.O. Box 13428, Reading, PA 19612-3428

RECORD FEE 11.00  
APR 14 1987

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

APR 14 87

4. This financing statement covers the following types (or items) of property: (list)

This financing statement is being recorded for notice purposes only and shall not be deemed to grant the debtor any property interest in the equipment herein described. Located: The Mall in Columbia

One each:

- 1 - Thin Line Overhead UHF System 1) Space #2314
- 1 - Thin Line Overhead Extension Columbia, MD 21044-3456
- 10,000 - UHF Tags The Mall In Columbia
- 3 - Flush Mount Locking Detachers 2) 10300 Little Patuxent Parkway
- 1 - Portable Detacher Space #2314
- Installation Columbia, MD 21044-3456

T.B.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Gantos, Inc.

Richard L. Santos  
(Signature of Debtor)

PLEASE SIGN  
HERE

Type or Print Above Name on Above Line

AEL Leasing Co., Inc.

(Signature of Debtor)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Kimberly Colegas  
Type or Print Above Signature on Above Line

Mailed to Secured Party

2079 17

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 Chesapeake Decal Corp.

Address 1993 Moreland Avenue Annapolis, MD 21401

2. SECURED PARTY

Name HOPKINS LEASING corp.

Address 200 Hilton Plaza Baltimore, MD 21208

RECORD FEE 11.00  
POSTAGE .50  
MAR 14 1987

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) NUARC SST Camera

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Handwritten Signature]  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Secured Party)

Bruce A. Reichelderfer, Jr.

Type or Print Above Name on Above Line

AACo.

11 20

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) Florida Marina & Boat Sales Inc. 2904 Mountain Road Pasadena, MD 21122	2. Secured Party(ies) and address(es) Borg Warner Acceptance Corp. PO Box 1989 Bradenton, FL 33506	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>265836</u> Filed with <u>Anne Arundel County</u> Date Filed <u>January 28</u> 19 <u>87</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input checked="" type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		

~~Amend~~ Amend Debtor Address to include:

Outing Avenue  
Pasadena, MD 21122

RECORD FEE 11.00  
POSTAGE .50  
SECURITY CLASS RMP 109:29  
APR 14 87

No. of additional Sheets presented:

Florida Marina & Boat Sales Inc. \_\_\_\_\_ Borg-Warner Acceptance Corp. \_\_\_\_\_  
 By: Charles N. Anderson President By: Patricia M. Jefferson  
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Mailed to Secured Party

11.00  
50

TO BE

NOT TO BE

RECORDED IN  
XXXXXXXXXXXX  
Chattel Records  
OF ANNE ARUNDEL  
COUNTY

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ \_\_\_\_\_

1927025

FINANCING STATEMENT

2007 510 P. 559

1. Debtor(s):  
(Borrower)

BELLO MACHRE, INC.  
Name or Names - Print or Type  
P. O. Box 969 Freetown Road  
Glen Burnie, Maryland 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:

COMMUNITY DEVELOPMENT ADMINISTRATION, a Division of the  
Department of Economic and Community Development of the State  
of Maryland  
Name or Names - Print or Type

45 Calvert Street, Annapolis, Maryland 21401  
Address - Street No., City-County State Zip Code

3. The Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

SEE THE ATTACHED SHEETS - Exhibit A & Exhibit B

4. If above described personal property is to be affixed to real property, describe real property.  
610 Kensington Avenue, Severna Park, Maryland 21146

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.

RECORD FEE 17.00  
POSTAGE 50  
RECORDS CASE NO. 713100  
APR 14 87

T.B.

DEBTOR(S): BELLO MACHRE, INC.  
(Borrower)

by Robert T. Ireland  
(Signature of Debtor)  
Executive Director

Robert Ireland  
Type or Print

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print

SECURED PARTY:  
COMMUNITY DEVELOPMENT ADMINISTRATION,  
a Division of Economic and Community  
Development of the State of Maryland

\_\_\_\_\_  
(Company, if applicable)

Fran D. Makle  
(Signature of Secured Party)

FRAN D. MAKLE  
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 Community Development Administration, 45 Calvert Street,  
Annapolis, Maryland 21401

17.00  
RD

EXHIBIT A

Personal property covered by this financing statement includes:

- (a) all buildings and improvements of every kind and description now or hereafter erected or placed on the Land, and all fixtures and articles of personal property which are, or which may hereafter be, attached to and used with the Land (except such personal property belonging to any tenants);
- (b) all the rights, roads, alleys, ways, waters, privileges, easements, profits, and appurtenances thereunto belonging or in any way appertaining, and including any right, title, interest, and estate hereafter acquired by the Borrower in the Land;
- (c) all building materials and other chattels on the Land now owned or hereafter acquired by the Borrower and incorporated or intended to be incorporated in the buildings and improvements on the Land and all fixtures, equipment, accessories, and furniture which are attached to or affixed to the buildings and improvements including, but not limited to kitchen cabinets, hot water heaters, gas and electric ranges, laundry equipment and tubs, medicine cabinets, lighting fixtures, heating plant, air conditioning equipment, piping, tubing, duct work, radiators, storm windows, storm doors, screens, screen doors, window shades and awnings, all of which fixtures, accessories and equipment now or hereafter placed upon the Land are hereby declared by the Borrower to be fixtures and permanent additions to the Land and intended to be included as part of the Land hereby conveyed, except in all cases personal property owned by any tenants;
- (d) any award made in the nature of compensation for condemnation or appropriation for any of the foregoing property by any governmental body, including awards or damages for matters other than a direct taking which nonetheless affect any of the foregoing property;
- (e) all amounts payable to or recoverable by the Borrower under the terms of any contract for the rehabilitation of the Project or any surety bond issued on account of rehabilitation;
- (f) all rights under and amounts recoverable under warranties as to quality or performance of any material, part, subassembly, appliance or other component part of the Project;
- (g) all proceeds of casualty insurance on the Project or any part thereof;
- (h) any real estate tax rebates or refunds which Borrower is entitled to receive;

(i) any amounts in the Project's accounts or funds described in this Deed of Trust;

(j) all funds provided to the Project including payments in the nature of rent subsidies or for operations pursuant to any contracts or agreements from local, state, federal or private agencies or entities or charitable organizations;

(k) all leases, rents, revenues or other monies of whatever nature that Borrower may receive or be entitled to receive, including those now due, past due, or to become due (the "Rents") as a result of any lease or other occupancy agreement and all renewals and guarantess thereof (the "Leases"); and

EXHIBIT "B"

BEING KNOWN AND DESIGNATED as Lot No. 6, Block G, as shown on the Plat of BENFIELD MANOR, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 32, folio 42.

The improvements thereon being known as 610 Kensington Avenue.

TO BE

NOT TO BE

RECORDED IN  
~~XXXXXXXXXXXX~~  
 Chattel Records  
 OF ANNE ARUNDEL  
 COUNTY

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
 ON PRINCIPAL  
 AMOUNT OF  
 \$ \_\_\_\_\_

28 #267029  
 BOOK 510 PAGE 583

FINANCING STATEMENT

- Debtor(s): (Borrower)
  - BELLO MACHRE, INC.
  - Name or Names - Print or Type
  - P. O. Box 969 Freetown Road
  - Glen Burnie, Maryland 21061
  - Address - Street No., City-County State Zip Code
  - Name or Names - Print or Type
  - Address - Street No., City-County State Zip Code
- Secured Party:
  - COMMUNITY DEVELOPMENT ADMINISTRATION, a Division of the
  - Department of Economic and Community Development of the
  - State of Maryland
  - Name or Names - Print or Type
  - 45 Calvert Street, Annapolis, Maryland 21401
  - Address - Street No., City-County State Zip Code

3. The Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

SEE THE ATTACHED SHEETS - Exhibit A & Exhibit B

4. If above described personal property is to be affixed to real property, describe real property.

801 Elmhurst Road, Severn, Maryland 21144

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.

RECORD FEE 17.00  
 POSTAGE 50  
 ACCEPTED CASE NO. 71345  
 APR 14 1977

T.B.

DEBTOR(s): BELLO MACHRE, INC. (Borrower)

*By Robert D. Ireland*  
 (Signature of Debtor)  
 Executive Director

Robert Ireland  
Type or Print

N/A  
(Signature of Debtor)

Type or Print

SECURED PARTY:  
 COMMUNITY DEVELOPMENT ADMINISTRATION  
 a Division of Economic and Community  
 Development of the State of Maryland

(Company, if applicable)

*Fran D. Makle*  
 (Signature of Secured Party)

Fran D. Makle  
 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 Community Development Administration, 45 Calvert Street, Annapolis, Maryland 21401

1700  
10

EXHIBIT A

BEGINNING for the same and being known and designated as Lots Nos. 1 thru 5, Block S, as shown on the plat entitled "Elmhurst", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25, folio 34. SAVING AND EXCEPTING that part of Lot 1, which was granted and conveyed by E. Gordon Owens, et al., unto Anne Arundel County by Deed recorded among the Land Records of Anne Arundel County in Liber MSG 2501, page 272.

EXHIBIT B

500 510 585

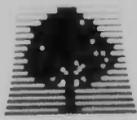
Personal property covered by this financing statement includes:

- (a) all buildings and improvements of every kind and description now or hereafter erected or placed on the Land, and all fixtures and articles of personal property which are, or which may hereafter be, attached to and used with the Land (except such personal property belonging to any tenants);
- (b) all the rights, roads, alleys, ways, waters, privileges, easements, profits, and appurtenances thereunto belonging or in any way appertaining, and including any right, title, interest, and estate hereafter acquired by the Borrower in the Land;
- (c) all building materials and other chattels on the Land now owned or hereafter acquired by the Borrower and incorporated or intended to be incorporated in the buildings and improvements on the Land and all fixtures, equipment, accessories, and furniture which are attached to or affixed to the buildings and improvements including, but not limited to kitchen cabinets, hot water heaters, gas and electric ranges, laundry equipment and tubs, medicine cabinets, lighting fixtures, heating plant, air conditioning equipment, piping, tubing, duct work, radiators, storm windows, storm doors, screens, screen doors, window shades and awnings, all of which fixtures, accessories and equipment now or hereafter placed upon the Land are hereby declared by the Borrower to be fixtures and permanent additions to the Land and intended to be included as part of the Land hereby conveyed, except in all cases personal property owned by any tenants;
- (d) any award made in the nature of compensation for condemnation or appropriation for any of the foregoing property by any governmental body, including awards or damages for matters other than a direct taking which nonetheless affect any of the foregoing property;
- (e) all amounts payable to or recoverable by the Borrower under the terms of any contract for the rehabilitation of the Project or any surety bond issued on account of rehabilitation;
- (f) all rights under and amounts recoverable under warranties as to quality or performance of any material, part, subassembly, appliance or other component part of the Project;
- (g) all proceeds of casualty insurance on the Project or any part thereof;
- (h) any real estate tax rebates or refunds which Borrower is entitled to receive;

(i) any amounts in the Project's accounts or funds described in this Deed of Trust;

(j) all funds provided to the Project including payments in the nature of rent subsidies or for operations pursuant to any contracts or agreements from local, state, federal or private agencies or entities or charitable organizations;

(k) all leases, rents, revenues or other monies of whatever nature that Borrower may receive or be entitled to receive, including those now due, past due, or to become due (the "Rents") as a result of any lease or other occupancy agreement and all renewals and guarantess thereof (the "Leases"); and



**MARYLAND NATIONAL BANK**  
We want you to grow.™

510 587  
207053

**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) Shady Oaks Yacht Sales, Inc. Address(es) 846 Shady Oaks Road  
West River, Maryland 20778

6 Secured Party Maryland National Bank Address 225 N. Calvert St.  
Attention: Anjana Singh Baltimore, Md. 21202  
M/S 010620

REGISTRATION FEE 11.00  
REGISTRATION 50  
APR 14 1987  
T.B.

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

Shady Oaks Yacht Sales, Inc.

Thomas J. Frank, President (Seal)

\_\_\_\_ (Seal)

\_\_\_\_ (Seal)

\_\_\_\_ (Seal)

Secured Party  
Maryland National Bank

Robin Cottmeyer, AVP (Seal)

Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

11-90

207057

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented	Maturity Date (optional) <u>57-670</u>
------------------------------------	--

1. Debtor(s) (Last Name First and Address(es)): <b>Fort Meade Coin Operated Laundry Co. 1690 Annapolis Rd. Odenton, md. 21113</b>	2. Secured Party(ies) Name(s) and Address(es): <b>Harbor Leasing Assoc. 701 Cathedral Street Baltimore, md. 21201</b>	4. For Filing Officer: Date, Time, No. Filing Office RECORD FEE 11.00 POSTAGE 50 M05505 0345 R01711:26 APR 14 87
--	--	--

5. This Financing Statement covers the following type(s) for item(s) of property:  
① True box QDM-33

6. Assignee(s) of Secured Party and Address(es): T.B.

Proceeds  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. Describe Real Estate Below.

8. Describe Real Estate Here

9. Name(s) of Record Owner(s):

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)

already subject to a security interest in another jurisdiction when it was brought into this state, or

which is proceeds of the original collateral described above in which a security interest was perfected

By A. Clark & Kim, Owner Signature(s) of Debtor(s)

By [Signature] Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - NUMERICAL

STANDARD FORM - FORM UCC-1 — Approved by the Secretary of the Commonwealth of Pa.

1150

TO BE } RECORDED IN  
 NOT TO BE } LAND RECORDS

SUBJECT TO } RECORDING TAX  
 NOT SUBJECT TO } ON PRINCIPAL  
AMOUNT OF

87-713  
AA  
\$ 510  
BOOK 510 PAGE 56  
207051

FINANCING STATEMENT

1. Debtor(s): } AMBERGRIS CORP  
Name or Names—Print or Type  
132 DOCK ST, ANNAPOLIS, ANNE ARUNDEL, 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: } 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) GTE Elcotel VX-1200-U pay telephone

4. If above described personal property is to be affixed to real property, describe real property.

RECORDING FEE 11.00  
POSTAGE .50  
RECORD COMM MI 111427  
APR 14 87

5. If collateral is crops, describe real estate.

T.B.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S): J. Wills  
(Signature of Debtor)

JONATHAN WILLS, 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)

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

1150

241-50

TO BE  
 NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$

510 PAGE 570

### FINANCING STATEMENT

1. Debtor (s):

Maryland Business Phone Company  
Name or Names—Print or Type

1741 Mayfair Place, Crofton, MD 21114  
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).

(2) GTE/Elcotel coin-operated telephones, Model VX-1200; and (2) wall-mounted boothettes

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)  
Gary A. Holcomb  
(Signature of Debtor)

Gary Holcomb, Owner  
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY

Harbor Leasing Associates  
(Company, if applicable)

Mark M. Caplan  
(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

1150

87-709  
A.P.

207052

11.00  
50  
0345 001 11-26

APR 14 87

T.B.

510 571

287013

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented 2 CCC Anne Arundel County, MD

(1) Debtor(s) (Last Name First) and Address(es) National Consumer Services Corp. Post Office Box 9547 1909 Commonwealth Avenue Charlotte, N. C. 28299 (2) Secured Party(ies) (Name(s) And Address(es) Max Ward-Delmar Studios, Inc. 2210 Paramount Avenue Chesapeake, Va. 23325

RECORDED FEE 13.00 POSTAGE .50 MAR 11 0345 AM 11:32

(3) (a)  Collateral is or includes fixtures. (b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c)  Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5). (4) Assignee(s) of Secured Party, Address(es)

For Filing Officer

APR 14 87 T.B.

(5) This Financing Statement Covers the Following types [or items] of property.

For a description of the collateral covered by this Financing Statement, see Exhibit A attached hereto and incorporated herein by reference. This financing statement subject to the terms of that Security Agreement dated March 1, 1987 by and between Secured Party and Debtor.

Products of the Collateral Are Also Covered. Recordation tax of \$9.90 has been paid to the Department of Assessments and Taxation.

(E) Signatures: Debtor(s) NATIONAL CONSUMER SERVICES CORP.

Secured Party(ies) [or Assignees] MAX WARD-DELMAR STUDIOS, INC.

(By) [Signature] Standard Form Approved by N.C. Sec. of State and other states shown above.

(By) C. Max Ward Signature of Secured Party Permitted in Lieu of Debtor's Signature. (1) Collateral is subject to Security Interest In Another Jurisdiction and  (2) For Other Situations See: G.S. 25-9-402 (2)  Collateral Is Brought Into This State  Debtor's Location Changed To This State

(1) Filing Officer Copy - Numeric 3

.50

UCC-1

EXHIBIT A  
TO  
FINANCING STATEMENT

510 572

DEBTOR: NATIONAL CONSUMER SERVICES CORP.

SECURED PARTY: MAX WARD-DELMAR STUDIOS, INC.

All of the following property and interests in property of the Debtor (herein referred to as "Collateral"), whether such Collateral shall be now owned or existing or whether it shall be hereafter acquired or arising or created by Debtor wheresoever located:

(a) All goods of the Debtor, including without limitation, machinery, equipment, furniture, furnishings, fixtures, tools, parts, supplies and motor vehicles of every kind and description and all improvements thereto which the Debtor now owns or in which the Debtor may have or may hereafter acquire any interest;

(b) All inventory of the Debtor, including but not limited to, all merchandise, raw materials, parts, supplies, work in process, and finished products intended for sale, of every kind and description now or at any time hereafter owned by and in the custody or possession, actual or constructive, of the Debtor, including such inventory as is temporarily out of the Debtor's custody or possession, and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale and disposition of any of the foregoing, including, among other things, but not limited to, raw materials and finished products and including all other classes of merchandise, materials, parts, supplies, work in process, inventories and finished products intended for sale by the Debtor including inventory temporarily removed from said premises and items in transit;

(c) All contract rights and general intangibles of the Debtor, including without limitation, goodwill, licenses, copyrights, trademarks, trade styles, trade names, patents, patent applications, deposit accounts and income tax refunds;

(d) All accounts, accounts receivable and other forms of obligations at any time owing to the Debtor;

(e) All additions and accessions to, substitutions for and all replacements, products and proceeds of the Collateral described in paragraphs (a), (b), (c), and (d) above, including, without

510 573

limitation, proceeds of insurance policies insuring the Collateral; and

(f) All books and records (including without limitation, customer lists, credit files, computer programs, printouts and other computer records) of the Debtor pertaining to any of (a), (b), (c), (d) or (e) above.

F440



PRINT OR TYPE ALL INFORMATION

Financing Statement  
510 PAGE 5/4  
287013

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)

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.

Radio Resources, Inc.  
7483 Candlewood Rd.  
Harmans, Maryland 21077

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT  
The debtor(s) hereby grant(s) to the secured party a security interest in the collateral described herein to secure all debts owed by debtor(s) to the secured party except as limited by separate written agreement.
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

RECORD FEE 11.00  
POSTAGE .50

REC-345 001 111434

Name & address of Secured Party

Sovran Bank, N.A.  
10440 Main St. 2nd Floor  
Fairfax, Va. 22030

Name & address of Assignee

MAR 14 87  
T.B.

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

All accounts receivable now existing or hereafter created including, but not limited to all funds due from Salisbury State College; all inventory now owned or hereafter acquired; including all equipment now owned or hereafter acquired including; but not limited to IBM CPU 5340 model P-24 serial #1041901 and all associated equipment.

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:

Radio Resources, Inc.  
Signature of Debtor if applicable (Date)

*Ashley W. Scarborough*  
Ashley W. Scarborough

1156  
3/12/87

Sovran Bank, N.A.  
Signature of Secured Party if applicable (Date)

*David L. Gunn, Sr.*  
David L. Gunn, Sr., V.P. 3/12/87

BOOK 510 PAGE 575

007051

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity Date (if any):

<b>1. Debtor(s) (Last Name First) and address(es)</b> Duncan, Carl J., Jr. DBA American Coffee, Co. 259 Ullman Road Pasadena, MD 21122	<b>2. Secured Party(ies) and address(es)</b> VSA, Inc., DBA VSA - MID ATLANTIC 509 Sharptown Rd Bridgeport, NJ 08014	<b>For Filing Officer (Date, Time, Number, and Filing Office)</b>  RECORD FEE 12.00 POSTAGE 50 APR 14 87 TB
<b>4. This financing statement covers the following types (or items) of property:</b> 8 Newco 2 Station Pourover Brewers - Serial # J54737, J68137, J68133, J68134, J68132, J68124, J68122, <i>J54704</i> 4 Newco 3 Station Pourover Brewers - Serial # J68139, J54738, J54720, <i>J68123</i>  <p style="text-align: center;"><b>Not Subject To Recordation Tax</b></p>		<b>5. Assignee(s) of Secured Party and Address(es)</b>  <b>FIRESTONE FINANCIAL CORP.</b> 38 Glen Avenue P.O. Box 789 Newton Centre, MA 02159

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: Carl J. Duncan Jr VSA Inc dba VSA MidAtlantic  
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)  
 By: Sandra L. Duncan By: Karen Kopper  
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

12-30  
1

BOOK 510 PAGE 578

MARYLAND FINANCING STATEMENT

(xx) Not Subject to Recordation Tax (C/S/C)

287055

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE William W. Kauffman T/A Kamar Associates  
(Name or Names)  
95 Barronsdale Drive, Severna Park, Maryland 21146  
(Address)

LESSEE \_\_\_\_\_ RECORD FEE 17.00  
(Name or Names) \_\_\_\_\_ PAYEE .50  
\_\_\_\_\_  
(Address) \_\_\_\_\_

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

RECORD FEE 17.00  
PAYEE .50  
JAN 13 1988 11:10 AM '87

T.B.

3. ASSIGNEE (if any) Northfield Federal Savings  
Of LESSOR \_\_\_\_\_  
(Name or Names)  
1844 E. Joppa Road, Baltimore, Maryland 21234  
(Address)

4. This financing Statement covers the following types (or items) of property:

One - Delta XT Computer System w/540K RAM, 1-360K Floppy Drive, 1-20 Mb Hard Drive,  
1 - Delta 310 A Monochrome Monitor, 1-Graphics/Printer Adaptor, 1 - Panasonic 1080 I  
Printer, 1 - Printer Cable.

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE  
William W. Kauffman T/A Kamar Associates  
By: [Signature] Owner  
William W. Kauffman (Title)  
(Type or print name of person signing)  
By: \_\_\_\_\_  
(Title)  
(Type or print name of person signing)

LESSOR  
CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
By: [Signature] Mgr.  
Brian G. Connelly (Title)  
(Type or print name of person signing)

Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234

12/30

BOOK 510 PAGE 577

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (x) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

207006

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.

Donald D. Rainville  
Marilyn C. Rainville  
6291 Occoquan Forest Drive  
Manassas, Virginia 22191

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Bank of Virginia  
6606 Electronic Drive  
Springfield, Virginia 22150

Name & address of Assignee

RECORD FEE 12.00  
POSTAGE .50

Date of maturity if less than five years

Check if proceeds of collateral are covered

Description of collateral covered by original financing statement

42 Foot Fu Hwa Sedan Sport Fishing Boat Serial #FH542211C787

#05718 0345 R01 J16:16  
APR 14 87

T.B.

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:

*Donald Rainville*  
*Marilyn Rainville*

Signature of Debtor if applicable (Date)

12/30

Bank of Virginia

By: *Barry E. Cooper*

Signature of Secured Party if applicable (Date)

Barry E. Cooper, Asst. Vice President

BOOK 510

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247446

RECORDED IN LIBER 462 FOLIO 100 ON May 25, 1983 (DATE)

1. DEBTOR

Name Annapolis Message Center

Address 238 West Street, Annapolis, MD 21401

2. SECURED PARTY

Name Equipment Leasing Company

Address Box 307, Riderwood, MD 21139

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

RECORD FEE 10.00  
POSTAGE .50  
REGISTERED MAIL 10/13/87  
APR 15 87

Dated March 9, 1987

(Signature of Secured Party)

G. Arnold Kaufman, Vice President  
Type or Print Above Name on Above Line

10/90

BOOK 510 PAGE 579

CROSS-INDEXED TO LENS RECORDS

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Bk 506

Page No. 170

Identification No. 265160

Dated Dec 16, 1986

1. Debtor(s) { Joseph L. & Kathryn H. Cronican  
Name or Names—Print or Type  
1342 Brenda Rd. Severn, MD 21144  
Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party { Sears, Roebuck and Company  
Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p><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>

RECORD FEE 17.00  
POSTAGE .50  
MONTGOMERY COI T08-39  
MAR 15 87



Dated: MAR 18 1987

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)

1/3 SD.

M/3-SD

BOOK 510 PAGE 580

CROSS INDEXED IN 1987 REMISS

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Bk 506 Page No. 166  
Identification No. 265156 Dated 12/16/86

1. Debtor(s) { Timothy Bland & Vera Bland  
Name or Names—Print or Type  
924 Winterhaven Dr. Gambrills, MD 21054  
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  
MAY 15 1987

<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: MAR. 10 1987  
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)

1350

MAR 13 1987  
AFC

CROSS INDEXED IN LTRD RECORDS

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Bk 471 Page No. 418  
Identification No. 251251 Dated March 15, 1984

1. Debtor(s) Victor D. & Darlene C. Nutter  
Name or Names—Print or Type  
313 Gloucester 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) \_\_\_\_\_

4. Check Applicable Statement:

RECORDED FEE 11.00  
STAMP .50  
MAR 15 1984

<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>

MAR 10 1984

Dated: \_\_\_\_\_ Sears, Roebuck and Company  
Name of Secured Party  
J.D. Althouse  
Signature of Secured Party  
J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

1350

B13-53  
MAR 15 1984

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

BOOK 510 PAGE 552

FINANCING STATEMENT

287057

DATE: March 24, 1987

(XX) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_

NAME OF DEBTOR (S): Dingman, Inc.  
T/A Senor D's

ADDRESS: 2548 Fort Meade Road  
Laurel, Maryland 20707

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751  
ANNAPOLIS, MARYLAND 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 12.00  
STAMP .50  
MULTIPLE COPY FEE 108.40

APR 15 87

T.B.

DEBTOR(S):  
Dingman, Inc.  
T/A Senor D's  
\_\_\_\_\_  
(Company Name)

BY: D. Kapoor  
\_\_\_\_\_  
Doulat Kapoor, Secretary/Treasurer

BY: \_\_\_\_\_

BY: \_\_\_\_\_

SECURED PARTY:  
ANNAPOLIS FEDERAL SAVING BANK

BY: Paul R. O'Connell  
\_\_\_\_\_  
(Authorized Signature)

Paul R. O'Connell, Vice President  
\_\_\_\_\_  
(Type Name and Title)

(NOTE: Type name under each  
signature and if company,  
type name of company and  
name and title of authorized  
signer.)

12.50

207053

FINANCING STATEMENT

(To Be Used For Indirect Loans and Where The Collateral Is Not Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Odenton Lawn and Garden Service  
(Name or Names—Last Name First)  
1247 Scott Lane, Odenton, Maryland 21113  
(Address)

2. SECURED PARTY: The Bank of Glen Burnie  
(Name or Names)  
101 Crain Highway S., Glen Burnie, Maryland 21061  
(Address)

3. ASSIGNEE OF SECURED PARTY: THE BANK OF GLEN BURNIE  
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

4. This Financing Statement covers the following types (or items) of property:

John Deere  
F930 Front Mower  
S/N FM 930 420 501

RECORD FEE 11.00  
POSTAGE .50  
207053 CTTI MLI 708:50  
MAR 15 87

T.B

- 5. Proceeds of collateral are covered hereunder: YES  NO
- 6. Products of collateral are covered hereunder: YES  NO
- 7. This transaction is exempt from the Recordation Tax.

8. Filed with: Clerk of the Circuit Court for Anne Arundel County

9. RETURN TO: THE BANK OF GLEN BURNIE, 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

Dated this 24th day of March, 19 87

DEBTOR:  
Odenton Lawn and Garden Service

By: [Signature]  
(Title)

[Signature]

SECURED PARTY:

By: [Signature]  
Asst. Vice President (Title)

FOR FILING OFFICER USE	
File No. _____	Date and Hour of Filing _____
Record Reference _____	

1150



BOOK 510 PAGE 585

**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 466 Folio 250 File No. 249245

Date of Financing Statement October 5, 1983

NAME	ADDRESS
1. Debtor(s) (or assignor(s)) The Studio, Inc.	No. Street City Md. State 101 Annapolis St. Annapolis Md. 21401
(Formerly Surburban Bank)	
2. Secured Party (or assignee) SOVRAN BANK / MARYLAND	2083 West Street Annapolis, Md. 21401

CHECK  THE LINES WHICH APPLY

3.  A. Continuation. The original financing statment between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.
- B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number above shown.
- 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  
 800747 CTTI MI 109402  
 APR 15 87

- 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: November 4, 1986 19

Secured Party:  
 SOVRAN BANK / MARYLAND

By: *Don S. Gardiner*  
 Type Name Don. S. Gardiner  
 Title Assistant Vice President/Financial Management

10

510 586

COPY FOR FILING

FINANCING STATEMENT

Not Subject to Recordation Tax  
 Subject to Recordation Tax, Principal Amount is \$

To Be Recorded in Land Records (For Fixtures Only)

NAME	No.	Street	City	State
1. Debtors(s) Edward J. Murdock	1181	Old Annapolis, Rd.	Odenton,	MD 21113

2. Secured Party  
CROWN CENTRAL PETROLEUM CORPORATION, One North Charles St., Baltimore, Md. 21201  
*Sue Plitt*

3. This Financing Statement covers the following types (or items) of property:  
INVENTORY: The entire inventory of petroleum products at Crown Service Station MD-96  
located at 1181 Old Annapolis Rd. Odenton, Anne Arundel County, MD 21113

ACCOUNTS & CONTRACT RIGHTS: All amounts payable with respect to credit card sales at Crown Service Station MD-96

T.B.

CHECK  THE LINES WHICH APPLY

4.  (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below.  
 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below.

~~Title Owner of Real Estate:~~  
5.  (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.  
 (If products of collateral are claimed) Products of the collateral are also covered.  
6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party:	Debtor(s)
CROWN CENTRAL PETROLEUM CORPORATION	<i>Edward J. Murdock</i> Edward J. Murdock
By: <i>J. Yawman</i>	
Type Name J.G. YAWMAN	
Title Assistant Secretary	

Type or Print Name and Title of Each Signature

11  
SR

MARYLAND FINANCING STATEMENT

UCC-1

- Not Subject to Recordation Tax
- Recordation Tax of \$ 269.50 on  
Principal Amount of \$ 38,420.55 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 Form Services, Inc.  
(Name or Names)  
717 Wedemen Ave. Lithicum Heights, MD 21090-0060  
(Address)

DEBTOR \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2. SECURED PARTY Union Trust Company of Maryland  
(Name or Names)  
P.O. Box 22497 Commercial Finance Division Baltimore, MD 21203  
(Address)

3. ASSIGNEE (if any) \_\_\_\_\_  
of SECURED PARTY \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

4. This Financing Statement covers the following types (or items) of property:

RECORD FEE 11.00  
RECORD TAX 269.50  
POSTAGE .50  
TOTAL 281.00  
114-39  
WR 14 87

SEE ATTACHED SCHEDULE "A"

T.B.

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):  
Form Services, Inc.  
By: Louis L. Boldt Pres  
LOUIS L. BOLDT (Title)  
(Type or print name of person signing)

SECURED PARTY:  
Union Trust Company of Maryland  
By: KATH S. HARR  
(Type or print name of person signing)

By: \_\_\_\_\_  
(Type or print name of person signing)

Return To: Union Trust Company of Maryland  
P.O. Box 22497 Commercial Finance Division Baltimore, MD 21203

11/90 26950.50

EQUIPMENT SCHEDULE A

Inter-Tel GX telephone system consisting of:

- One (1) GX key service unit and A.C. line surge protector
- Three (3) Station A Cards
- Three (3) Station B Cards
- Four (4) C.O. line cards
- Sixteen (16) GX display telephones
- Eleven (11) Single line electronic telephones
- One (1) GX direct station selection/busy camp field
- Twelve (12) Single Line 2500 sets
- Twelve (12) D.C. ring adapters
- Six (6) Prewired jacks
- One (1) Battery back up
- Twenty-six (26) 12 foot handset chords
- One (1) Tuner
- One (1) Hook up tuner
- One (1) Head set (ACS model-mach)

One (1) Cannon copier s/n CCV00660 with the following attachments:

- One (1) 10 Bin sorter s/n CBH06858
- One (1) MS-3 attach kit 3525's only
- One (1) Recirc. Doc. FDR - 3525/9030
- One (1) Auto Duplex unit 3525's
- One (1) RDF attachment kit
- One (1) Cabinet 3000 series
- One (1) CD Unit Red NP3000 series

Mailed to Secured Party

CLB  
Initials

Mailed to

VST  
Initials

Union Trust to Mal

Ann Arundel Co.  
3/24/87

- Not Subject to Recordation Tax—Rental Equipment
- 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 Solomon's Island Road, Lothian, Maryland 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 New Omark Model 611B Hydroax, s/n 1809, plus all attachments and accessories.

STAMPED: 12.00  
FEE  
STAMPED: .50  
STAMPED: 0777 801 114-41  
APR 14 87

T.B.

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:

- 6. Proceeds of Collateral are covered hereunder: Yes  No
- Products of Collateral are also covered: Yes  No

DEBTOR(S):  
David C. Stockett  
By: David C. Stockett  
(Title)  
\_\_\_\_\_  
(Type or print name of person signing)

SECURED PARTY:  
Union Trust Company of Maryland  
By: [Signature]  
\_\_\_\_\_  
(Type or print name of person signing)

Joan A. Stockett  
By: Joan A. Stockett  
(Title)  
\_\_\_\_\_  
(Type or print name of person signing)

Mail to

Mailed to Secured Party

Return To: Union Trust Company of Maryland UTB  
P.O. Box 22497, Baltimore, Maryland 21203

1250

MARYLAND FINANCING STATEMENT

Not Subject to Recordation Tax- Conditional Sales
Recordation Tax of \$ on Contract
Principal Amount of \$ is enclosed/ has been paid (strike inapplicable phrase).

For Filing Officer
File No.:
Record Reference:
Date & Hour of Filing:

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Ferguson Trenching Company, Inc.
123 Revell Highway, Annapolis, Maryland 21401

DEBTOR:
(Name or Names)
(Address)

2. SECURED PARTY: Baldwin Service Center, Inc.
Routes 450 & 178, Annapolis, Maryland 21401

RECORD FEE 11.00
POSTAGE .50
MAY 14 1987

3. ASSIGNEE (if any)
of SECURED PARTY: Union Trust Company of Maryland
P.O. Box 22497, Baltimore, Maryland 21203

T.B.

4. This Financing Statement covers the following types (or items) of property:

One New JCB Model 1440 Wheel Loader Backhoe, s/n 324964; One New JCB Model 1550B Wheel Loader Backhoe, s/n 324543, plus all attachments and accessories.

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 [X] No [ ]
Products of Collateral are also covered: Yes [ ] No [X]

DEBTOR(S):
Ferguson Trenching Company, Inc.
By: [Signature]
(Title)
(Type or print name of person signing)

SECURED PARTY:
Baldwin Service Center, Inc.
By: [Signature]
(Title)
(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 (UTW)
P.O. Box 22497, Baltimore, Maryland 21203

1150

207000

BOOK 510 PAGE 511

TO BE RECORDED IN THE  
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor:  
RENTAL MANAGEMENT ASSOCIATES

Address:  
c/o Mr. Patrick Cole  
P. O. Box 1533  
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 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

T.B.

17.00  
11/14/64  
11/15/64

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BOOK 510 PAGE 512

property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any business on or development of the property as a service station.

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 of even date hereto between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

Debtor: RENTAL MANAGEMENT ASSOCIATES

BY: E. Patrick Cole (SEAL)  
E. Patrick Cole  
General Partner

Dated: 3/26/87

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

S350403p.mls

## EXHIBIT 'A'

BEGINNING for the same at an iron pipe here set at the intersection formed by the northeast side of Mountain Road, existing 40 feet wide, with the southeast side of Francis Avenue, 30 feet wide, as shown on a Plat of Green Haven and recorded among the Plat Records of Anne Arundel County in Plat Book No. 15, page 7; said pipe also marks the southwest corner of Lot No. 20, Block No. 113 as shown on said Plat, thence from the point of beginning so fixed leaving said Mountain Road and binding on the southeast side of Francis Avenue, North 18 degrees 45 minutes 00 seconds East 150.00 feet to an iron pipe here set; said pipe being located South 15 degrees 00 minutes 00 seconds West 39.61 feet measured along the southeast side of Francis Avenue from the intersection formed by the said side of said Avenue with the southwest side of Twenty-Fifth Street, as shown on the aforementioned Plat of Green Haven, thence leaving said Francis Avenue and running for a new line of division through Lots Nos. 23, 25, 26, 27 and 28, Block No. 113, as shown on said Plat, South 71 degrees 15 minutes 00 seconds East 150.00 feet to an iron pipe here set; thence running for a new line of division through part of Lot 28 and through Lot No. 13, Block No. 113, South 15 degrees 45 minutes 00 seconds West 135.76 feet to an iron pipe here set on the Northeast side of Mountain Road aforesaid; thence binding on the Northeast side of Mountain Road; existing 40 feet wide, North 71 degrees 37 minutes 30 seconds West 150.00 feet to the point of beginning, containing 28,381.06 square feet of land, more or less, within the bounds of this description, according to a survey and plat made by James D. Hicks County Surveyor, in August, 1935 revised February, 1936, being all of Lots Nos. 14, 15, 16, 17, 18, 19, 20, 21 and 22 and part of Lots Nos. 13, 23, 25, 26, 27 and 28 in Block No. 113 as shown on a Plat of Green Haven recorded among the Plat Records of Anne Arundel County in Plat Book No. 15, folio 7.

Subject, however, to a 16-foot strip of land lying northeasterly from and contiguous to the northeast side of Mountain Road existing 40 feet wide, which is to be utilized by the State Roads Commission for future development of Mountain Road; with the right to the use thereof reserved to owners of the land hereinabove described as a right-of-way for ingress and egress to and from said premises above described.

SAVING AND EXCEPTING HOWEVER, the following described parcel of land hereinafter referred to as the "15-foot widening strip":

Beginning for the same at an iron pipe which marks the intersection formed by the northeast side of Mountain Road, 40 feet wide with the southeast side of Francis Avenue, 30 feet wide; said pipe also marks the southwest corner of Lot No. 20, Section 113, all as shown on a Plat of Greenhaven recorded among the Plat Records of Anne Arundel County in Book 15, page 7. Thence from the point of beginning so fixed leaving said Mountain Road and binding on the said southeast side of Francis Avenue, 30 feet wide North 18 degrees 45 minutes 00 seconds east 150.00 feet to an iron pipe, said pipe is located South 15 degrees 45 minutes 00 seconds west 39.61 feet measured along the southeast side of Francis Avenue from the intersection formed by the said side of said Avenue with the southwest side of Twenty fifth Street, as shown on the

PAGE 2



BOOK 510 PAGE 535

807007

TO BE RECORDED IN THE  
FINANCING STATEMENT RECORDS  
OF ANNE ARUNDEL COUNTY

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor: Larry T. Thornton and Marcia S. Harrison  
Address: 2802 Autumn Chase Circle  
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 of personal property of any kind hereafter owned by Debtor and located in or upon any interest or estate in land described in Exhibit A or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor or corporation, including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor or partnership as aforesaid.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

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14.00  
15.00  
16.00  
17.00  
18.00  
19.00  
20.00  
T.B.

BOOK 510 PAGE 510

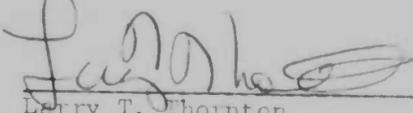
(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any occupancy of the premises or rental thereof.

4. The aforesaid items covered by this Financing Statement are included as security in a Second 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:

 (SEAL)  
Larry T. Thornton

 (SEAL)  
Marcia S. Harrison

Dated: April 10, 1987

MR. CLERK: Return to:

David S. Bruce, Esq.  
Blumenthal, Wayson, Downs and Offutt, P.A.  
80 West Street, P. O. Box 868  
Annapolis, Maryland 21401

S355363p.msc

## EXHIBIT A

ALL those three (3) lots, pieces of parcels of ground, situate, lying and being in the City of Annapolis in the Sixth Assessment District of Anne Arundel County, in the State of Maryland, as described more particularly, according to a description prepared in January, 1973, from a survey and plat made in March, 1964, by J.R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, and recertified by Timothy A. Summerall on March 17, 1987,

BEGINNING for the same at a point on the north side of Constitution Avenue which marks the southeast corner of the third part of the conveyance from Benjamin Brooks, et al., to Mike D. Kokkinos and Mary Jo Kokkinos, his wife, and Joseph A. Rosati and Louise Howes Rosati, his wife, by deed dated June 12, 1963, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber L.N. P. No 1666, folio 214; said point of beginning also marks the intersection formed by the north side of Constitution Avenue with the extension southerly of the division line between Lots No. 32 and 31, as shown on a Plat of the Property of Thomas McGuckian prepared by J. Carson Boush, Surveyor, dated June 24, 1914; thence from the place of beginning so fixed and running with the north side of Constitution Avenue, South 73°37' West 79.73 feet to a point at the southwest corner of the third part of the above mentioned conveyance; thence leaving Constitution Avenue and running with the westerly outline of said third part and with the westerly outline of the second parcel described in the above mentioned conveyance, North 25°05' West 121.90 feet; thence with the north line of Part Two of the above mentioned conveyance; North 84°35' East 79.41 feet to a point in the westernmost outline of Part One of the above mentioned conveyance; thence leaving Part Two and running with part of the west line of Part One, North 5°35' West 34.81 feet; thence with the north outline of said Part One, North 84°39' East 40.0 feet; thence with the division line between Lots 31 and 32, as shown on the above mentioned plat, and the extension thereof southerly, South 05°21' East 134.71 feet to the place of beginning.

Containing 12,136 square feet, more or less.

BEING the same property which was conveyed to William S. Harrison and Marcia S. Harrison, his wife, as Tenants by the entirety by Mike D. Kokkinos, et al., by Deed dated January 31, 1973 and recorded among the Land Records of Anne Arundel County in Liber 2558, folio 590, and further BEING the same property which William S. Harrison conveyed all of his right, title and interest into Marcia S. Harrison, Grantor herein, by Deed dated June 27, 1980 and recorded among the Land Records of Anne Arundel County in Liber 3322, folio 447.

AND BEING the same property which was conveyed unto Marcia S. Harrison and Larry T. Thornton by Marcia S. Harrison by deed dated 26th day of June, 1981, and recorded among the Land Records of Anne Arundel County, Maryland at Liber 3419 Folio 128.

s35536ex.asc

Mail to  
Blumenthal,  
Wayson  
et al



Guarantor to RICHARD W. PHOEBUS and THOMAS B. FRAME, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by The Cherwood Corporation to Home Federal Savings Bank, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.

BOOK 510 PAGE 599

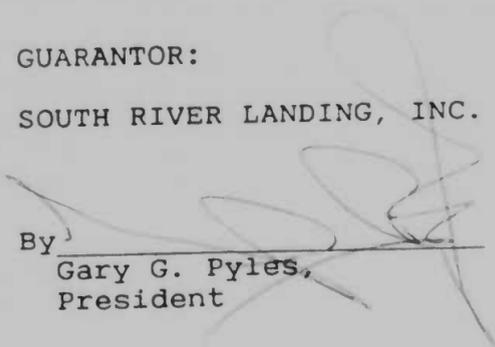
5. Proceeds of collateral are covered hereunder.

6. The real estate is that parcel owned by Guarantor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

GUARANTOR:

SOUTH RIVER LANDING, INC.

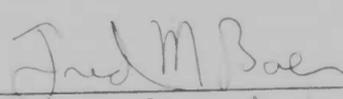
By

  
Gary G. Pyles,  
President

SECURED PARTY:

HOME FEDERAL SAVINGS BANK

By

  
Fred M. Baer Asst. Vice-President

CCFS244.161 K1

SCHEDULE A

BEING KNOWN AND DESIGNATED as Unit numbers 110, 120, 130, 140, 150, and 160, Section I, South River Landing Condominium, and Unit numbers 210, 220, 230, 240, 250, and 260, Section II, South River Landing Condominium, as per plat recorded in Condominium Plat Book E-30, pages 41 and 42.

BEING PART of the property which by Deed dated July 23, 1982, and recorded among the Land Records of Anne Arundel County in Liber WGL 3505, folio 886, was conveyed by Tog Investment Corporation, a Maryland corporation, unto South River Landing, Inc., a Maryland corporation.

TOGETHER WITH all riparian rights appurtenant to the aforesaid property, including without limitation all riparian rights described in paragraph 12.C of a Declaration for South River Landing Condominium dated October 27, 1982, and recorded among the aforesaid Land Records in Liber 3528, folio 381.

AND TOGETHER WITH all condominium Units in the aforesaid property and all rights in the common elements of South River Landing Condominium belonging to said Units and/or the owner thereof.

AND TOGETHER WITH all rights, and subject to all duties, belonging to said Units and/or the owner thereof under (i) a Declaration of Covenants, Restrictions and Affirmative Obligations dated October 27, 1982, and recorded among said Land Records in Liber 3528, folio 225 (ii) a Declaration for South River Landing Condominium dated October 27, 1982, and recorded among the said Land Records in Liber 3528, folio 381, (iii) By-Laws of South River Landing Condominium recorded among said Land Records in Liber 3528, folio 247, and (iv) all plats for South River Landing Condominium recorded among said Land Records (all of said documents together with the aforesaid plats being hereinafter collectively called the "Condominium Documents").

GRANTOR (which was and is the "developer" of the property covered by the Condominium Documents), for itself, its successors and assigns, hereby grants, conveys, and assigns to the holder of the Note and to the purchaser of any of the aforesaid Units at any foreclosure sale under the Deed of Trust to which this Schedule A is attached, and their respective successors and assigns, full right and power, either as attorney-in-fact for Grantor and/or as a successor "developer" of any condominium Units covered by this Deed of Trust, to exercise all powers of the developer, including without limitation the granting of all approvals and/or the denial thereof, required or permitted under the Condominium Documents with respect to said Units, following the occurrence of an event of default under the Note, Deed of Trust, or any other related loan documents. Prior to the occurrence of an event of default, Grantor may exercise all powers of the developer with respect to such Units with the prior

FORM 510 (1-6-60)

written consent of the holder of the Note, which consent shall not be unreasonably withheld. The foregoing grant of powers, being coupled with an interest, shall be irrevocable unless and until the Note has been paid and satisfied (without a foreclosure sale of any of said Units having taken place).

BOOK 510 PAGE 601

H-11139  
Anne Arundel/F/R  
207003 F.O.S.D.

ANNE ARUNDEL COUNTY  
**UNIFORM COMMERCIAL CODE**  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

**THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT**

Roll No. L-486

Page No. F-232 <sup>8006</sup> 510 <sup>1102</sup> 602

Identification No. -

Dated 6/19/85

2. Debtor(s) { Cromwell Field Associates Limited Partnership  
Name or Names—Print or Type  
6229 North Charles St., Baltimore MD 21212-1197  
Address—Street No., City - County State Zip Code

3. Secured Party { Maryland National Bank  
Name or Names—Print or Type  
10 Light St. Baltimore MD 21202  
Address—Street No., City - County State Zip Code

4. Maturity Date (if any) \_\_\_\_\_

5. Check Applicable 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 to the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Provident Life and Accident Insurance Company  
Fountain Square  
Provident Building  
Chattanooga, TN 37402

Att: Mortgage Loan Department

Dated: 4/16/87

Maryland National Bank  
Name of Secured Party  
Margaret T. Everett  
Signature of Secured Party  
Margaret T. Everett  
Type or Print (Include Title if Company)  
Vice President

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207070

BOOK 510 PAGE 603

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.  
W. G. L. Co. FORM 0-9352A

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No.	.....
Date & Hour	.....

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
File Number of original Financing Statement  
Date of Filing December 26, 1985  
Record Reference Liber 493, folio 130

1. Debtor(s) { RED ROOF INNS, INC.  
 Name or Names—Print or Type  
 4355 Davidson Road, Hilliard, Ohio 43026  
 Address—Street No., City - County, State Zip Code

2. Secured Party { THE INDIANA NATIONAL BANK, c/o Indiana Mortgage Corp.  
 Name or Names—Print or Type  
 151 N. Delaware St. M960, Indianapolis, Indiana 46266  
 Address—Street No., City - County, State Zip Code

3. Maturity Date (if any) .....

CHECK APPLICABLE STATEMENT

- CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

10.00  
105.40  
APR 20 87

Debtor(s) or assignor(s)

THE INDIANA NATIONAL BANK (Seal)  
(Corporate, Trade or Firm Name)

*B. Reynolds*  
Signature of Secured Party or Assignee

V. PRESIDENT  
(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

(Type or print name under signature)

CHICAGO TITLE INSURANCE COMPANY  
105 West Chesapeake Avenue  
Towson, Maryland 21204  
301/321-0900  
AA100006

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**END  
LIBER**