

**LIBER**

**5 1 2**

FORM 9:3110

Statements of Continuation, Partial Release, Assignment, Etc.

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

This statement refers to the original statement, identifying File No. \_\_\_\_\_

Recorded in Liber 476 Folio 436 on August 15, 1984

1. DEBTOR:

Name: South River Landing, Inc.  
Address: 2701 RIVA ROAD, #420, ANNAPOLIS, MD 21401

2. SECURED PARTY

Name: Home Federal Savings Bank  
Address: 122-128 West Washington Street, HAGERSTOWN, MD 21740

Free State Title & Escrow, Inc. 2301 Katcef Avenue, Annapolis, MD 21401  
Person and Address to whom statement is to be returned if different from above

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

A. Continuation \_\_\_\_\_  
The original financing statement between the foregoing Debtor and Secured Party bearing the file numbered shown above, is still effective.

B. Partial Release XX  
From the collateral described in the financing statement bearing the file number above, the Secured Party releases the following: Being known and designated as Units 350 and 330, Section III, South River Landing, recorded among the land records of Anne Arundel County in Plat Book E-23, pages 28 & 29.

C. Assignment \_\_\_\_\_  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other \_\_\_\_\_  
(Indicate whether amendment, termination, etc.)

RECORDED FEE 12.00  
POSTAGE .50  
RECEIVED 0231801 118:05  
MAY 12 87

Property being known as:

\_\_\_\_\_  
(Dated)

Home Federal Savings Bank

By: Thomas B. Frank

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 207-113

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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

BOOK 512 PAGE 2

Name ACA JOE RETAIL, INC.

Address ANNAPOLIS MALL, 100 ANNAPOLIS MALL  
ANNAPOLIS, MD 21401

2. SECURED PARTY

Name MANUFACTURERS HANOVER TRUST COMPANY

Address 270 PARK AVENUE  
NEW YORK, NEW YORK 10017

RECORDED FEE 11.00  
POSTAGE .50  
MAY 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)

SEE ATTACHED RIDER WHICH IS INCORPORATED BY REFERENCE

Not subject to recordation tax.

CHECK  THE LINES WHICH APPLY ANNE ARUNDEL

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

ACA JOE RETAIL, INC.

BY: [Signature]  
(Signature of Debtor)

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

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

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

MANUFACTURERS HANOVER TRUST COMPANY

BY: [Signature]  
(Signature of Secured Party)

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

BY: Barry Bergman, A.V.P.

ACA

11/50

SCHEDULE

512 3

DEBTOR: ACA JOE RETAIL, INC.  
Annapolis Mall  
100 Annapolis Mall  
Annapolis, MD 21401

SECURED PARTY: MANUFACTURERS HANOVER TRUST COMPANY  
270 PARK AVE. 39th FLOOR  
NEW YORK, N.Y. 10017 ATTN: LEGAL DEPT.

This financing statement covers the following types of property:

RECORD FEE 11.00  
OFF .50  
#10437 0345 101 109:52  
MAY 8 87

1. All present and future accounts, accounts receivable, contract rights, general intangibles, instruments and chattel paper and including without limitation any and all purchase orders, instruments and other documents evidencing obligations for goods sold or leased and/or services rendered by Debtor (all terms having the meanings ascribed by the Uniform Commercial Code of New York), and any proceeds, including any insurance proceeds thereof.

2. All inventory of every nature and description belonging to Debtor wherever located and whether now owned or in existence or hereafter acquired, and including without limitation all raw materials and supplies used or consumed in Debtor's business; work in process, finished goods, and in all returns and refunds (applicable thereto), and the right to collect the same (all terms having the meanings ascribed by the Uniform Commercial Code of New York), and any proceeds, including any insurance proceeds thereof.

Some or all of the above described property may now or hereafter be located at the above described address.

Mailed to Secured Party

ACA

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:	500A 512 PAGE 4
Date & Hour of Filing:	_____

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

1 DEBTOR: Ultimate Auto (Name or Names)  
1 Marley Neck Rd, Glen Burnie Md 21061 (Address)

DEBTOR: \_\_\_\_\_ (Name or Names)  
\_\_\_\_\_ (Address)

2 SECURED PARTY: Laureldale Leasing Associates (Name or Names)  
165. Calvert St, Suite 400, Baltimore Md 21202 (Address)

3 ASSIGNEE (if any)  
of SECURED PARTY: SOVRAN BANK/MD (Name or Names)  
6610 ROCKLEDGE DRIVE, BETHESDA, MD 20718 (Address)

4 This Financing Statement covers the following types (or items) of property:  
1-Allen Engine Analyzer  
Model #62-010  
Serial #A5B-93659  
LEASE NO. 164

RECORD FEE 11.00  
POSTAGE .50  
#10441 0345 R01 TOP:59  
MAY 8 87

T.B.

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

Mailed to Secured Party

- 6 Proceeds of Collateral are covered hereunder: Yes  No
- Products of Collateral are also covered: Yes  No

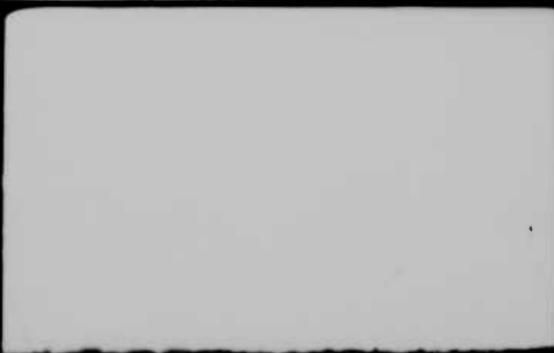
DEBTOR(S):  
Ultimate Auto  
By: Michael Hudson / Samuel Schneider (Title)  
(Type or print name of person signing)

By: \_\_\_\_\_ (Title)  
(Type or print name of person signing)

SECURED PARTY:  
Laureldale Leasing Associates  
By: \_\_\_\_\_ (Type or print name of person signing)

Return To: Laureldale Leasing Associates  
165. Calvert St, Suite 400  
Baltimore Md 21202

1100



FINANCING STATEMENT

23,540.00

TOTAL DEBT

SUBJECT TO  
RECORDATION TAX

512 PAGE 5

1. Name of Debtor: WAYNE WERNER  
MINA HARKINS  
Address: 64 SOUTH RIVER ROAD  
EDGEWATER, MARYLAND 21037

RECORD FEE 12.00  
RECORD TAX 168.00  
POSTAGE .50  
810-45 0777 801 110:05

2. Name of Secured Party: Equitable Bank, National Association  
Address: 100 South Charles Street  
Baltimore, Maryland 21201  
Attn: William McIntyre

MAY 8 87  
T.B

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

(a) All of the Debtor's right, title and interest in and to Class "A" Certificate of Membership No. 287 in Constellation Place Corporation, together with all general intangibles now or hereafter arising out of, or in connection with, such Certificate of Membership and all cash and non-cash proceeds thereof.

(b) All of the Debtor's right, title and interest in and to that personally known and designated as Boat Slip No. 60 on D Dock, lying and situate on the 2500-2600 blocks of Boston Street, Baltimore City, Maryland, together with the exclusive right of use of such by the Debtor for the docking and mooring of a boat, and together with all general intangibles now or hereafter arising out of, or in connection with, such Boat Slip and all cash and non-cash proceeds thereof.

(c) The interest of the Debtor in any and all judgements, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of: (i) any and all insurance policies covering the aforementioned Boat Slip, or any portion thereof, and (ii) any other injury or damage to, or decrease in value of, the Boat Slip or any part thereof.

Debtors:

Debtors:

Wayne Werner  
WAYNE WERNER

(SEAL)

Mina Harkins  
MINA HARKINS

(SEAL)

(SEAL)

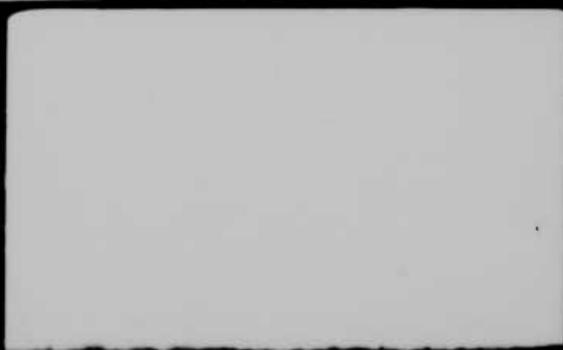
(SEAL)

Mr. Clerk: Please return to Equitable Bank, National Association to the officer at the address set forth in paragraph 2 above.

To be recorded with: Clerk, Circuit Court for Anne Arundel County  
P.O. Box 71  
Annapolis, Maryland 21404  
Atten.: Record Office

18a/17(35)

1700  
16850



SCHEDULE "A"

BOOK 512 PAGE 6

This Schedule "A" is attached to and forms a part of that certain Promissory Note dated MARCH 27, 1987, by and between Equitable Bank, National Association and the undersigned.

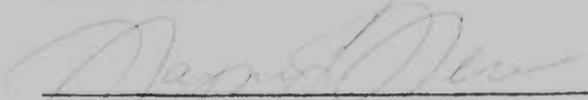
(a) All of the Borrower's right, title and interest in and to Class "A" Certificate of Membership No. 287 in Constellation Place Corporation, together with all general intangibles now or hereafter arising out of, or in connection with, such Certificate of Membership and all cash and non-cash proceeds thereof.

(b) All of the Borrower's right, title and interest in and to that personalty known and designated as Boat Slip No. 60 on D Dock, lying and situate at the 2500-2600 blocks of Boston Street, Baltimore City, Maryland, together with the exclusive right of use of such by the Borrower for the docking and mooring of a boat, and together with all general intangibles now or hereafter arising out of, or in connection with, such Boat Slip and all cash and non-cash proceeds thereof.

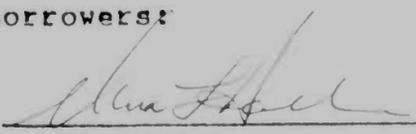
(c) The interest of the Borrower in any and all judgements, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of: (i) any and all insurance policies covering the aforementioned Boat Slip, or any portion thereof, and (ii) any other injury or damage to, decrease in value of, the Boat Slip or any part thereof.

Borrowers:

Borrowers:

  
\_\_\_\_\_  
WAYNE WERNER

(SEAL)

  
\_\_\_\_\_  
MINA HARKINS

(SEAL)

(SEAL)

(SEAL)

59A/1(27)

Mailed to Secured Party

FINANCING STATEMENT

23,540.00  
TOTAL DEBT

SUBJECT TO  
RECORDATION TAX

BOOK 512 PAGE 7

1. Name of Debtor:

WAYNE WERNER  
MINA HARKINS

Address:

64 SOUTH RIVER ROAD  
EDGEWATER, MARYLAND 21037

2. Name of Secured Party: Equitable Bank, National Association

Address: 100 South Charles Street  
Baltimore, Maryland 21201

Attn: William McIntyre

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

RECORD FEE 12.00  
RECORD TAX 165.00  
LITIGATION 1.50  
MAY 8 1987  
11:05

(a) All of the Debtor's right, title and interest in and to Class "A" Certificate of Membership No. 288 in Constellation Place Corporation, together with all general intangibles now or hereafter arising out of, or in connection with, such Certificate of Membership and all cash and non-cash proceeds thereof.

(b) All of the Debtor's right, title and interest in and to that personally known and designated as Boat Slip No. T-804 on D Dock, lying and situate on the 2500-2600 blocks of Boston Street, Baltimore City, Maryland, together with the exclusive right of use of such by the Debtor for the docking and mooring of a boat, and together with all general intangibles now or hereafter arising out of, or in connection with, such Boat Slip and all cash and non-cash proceeds thereof.

(c) The interest of the Debtor in any and all judgements, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of: (i) any and all insurance policies covering the aforementioned Boat Slip, or any portion thereof, and (ii) any other injury or damage to, or decrease in value of, the Boat Slip or any part thereof.

Debtors:

Debtors:

Wayne Werner (SEAL)  
WAYNE WERNER

Mina Harkins (SEAL)  
MINA HARKINS

\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)

Mr. Clerk: Please return to Equitable Bank, National Association to the officer at the address set forth in paragraph 2 above.

To be recorded with: Clerk, Circuit Court for Anne Arundel County  
P.O. Box 71  
Annapolis, Maryland 21404  
Atten.: Record Office

18a/17(35)

100.  
108  
50

SCHEDULE "A"

BOOK 512 PAGE 8

This Schedule "A" is attached to and forms a part of that certain Promissory Note dated MARCH 27, 1987, by and between Equitable Bank, National Association and the undersigned.

(a) All of the Borrower's right, title and interest in and to Class "A" Certificate of Membership No. 288 in Constellation Place Corporation, together with all general intangibles now or hereafter arising out of, or in connection with, such Certificate of Membership and all cash and non-cash proceeds thereof.

(b) All of the Borrower's right, title and interest in and to that personalty known and designated as Boat Slip No. F-8nd on D Dock, lying and situate at the 2500-2600 blocks of Boston Street, Baltimore City, Maryland, together with the exclusive right of use of such by the Borrower for the docking and mooring of a boat, and together with all general intangibles now or hereafter arising out of, or in connection with, such Boat Slip and all cash and non-cash proceeds thereof.

(c) The interest of the Borrower in any and all judgements, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of: (i) any and all insurance policies covering the aforementioned Boat Slip, or any portion thereof, and (ii) any other injury or damage to, decrease in value of, the Boat Slip or any part thereof.

Borrowers:

Borrowers:

Wayne Werner  
WAYNE WERNER

(SEAL)

Mina Harkins  
MINA HARKINS

(SEAL)

(SEAL)

(SEAL)

59A/1(27)

Mailed to Secured Party

FINANCING STATEMENT

23,540.00  
Total Debt

SUBJECT TO  
RECORDATION TAX

BOOK 512 PAGE 9

1. Name of Debtor:

WAYNE WERNER  
MINA HARKINS

Address:

64 SOUTH RIVER ROAD  
EDGEWATER, MARYLAND 21037

2. Name of Secured Party: Equitable Bank, National Association

Address: 100 South Charles Street  
Baltimore, Maryland 21201

Attn: William McIntyre

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

RECORD FEE 12.00  
RECORD TAX 18.00  
SERVAGE .50  
COURT COST FOR 110:06  
MAY 8 87

(a) All of the Debtor's right, title and interest in and to Class "A" Certificate of Membership No. 226 in Constellation Place Corporation, together with all general intangibles now or hereafter arising out of, or in connection with, such Certificate of Membership and all cash and non-cash proceeds thereof.

T.B.

(b) All of the Debtor's right, title and interest in and to that personally known and designated as Boat Slip No. 57 on 2 Dock, lying and situate on the 2500-2600 blocks of Boston Street, Baltimore City, Maryland, together with the exclusive right of use of such by the Debtor for the docking and mooring of a boat, and together with all general intangibles now or hereafter arising out of, or in connection with, such Boat Slip and all cash and non-cash proceeds thereof.

(c) The interest of the Debtor in any and all judgements, awards of damages (including but not limited to severence and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of: (i) any and all insurance policies covering the aforementioned Boat Slip, or any portion thereof, and (ii) any other injury or damage to, or decrease in value of, the Boat Slip or any part thereof.

Debtors:

Debtors:

Wayne Werner (SEAL)  
WAYNE WERNER

Mina Harkins (SEAL)  
MINA HARKINS

\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)

Mr. Clerk: Please return to Equitable Bank, National Association to the officer at the address set forth in paragraph 2 above.

To be recorded with: Clerk, Circuit Court for Anne Arundel County  
P.O. Box 71  
Annapolis, Maryland 21404  
Atten.: Record Office

18a/17(35)

170  
168.50



SCHEDULE "A"

This Schedule "A" is attached to and forms a part of that certain Promissory Note dated MARCH 27, 1987, by and between Equitable Bank, National Association and the undersigned.

(a) All of the Borrower's right, title and interest in and to Class "A" Certificate of Membership No. 288 in Constellation Place Corporation, together with all general intangibles now or hereafter arising out of, or in connection with, such Certificate of Membership and all cash and non-cash proceeds thereof.

(b) All of the Borrower's right, title and interest in and to that personalty known and designated as Boat Slip No. 37 on D Dock, lying and situate at the 2500-2600 blocks of Boston Street, Baltimore City, Maryland, together with the exclusive right of use of such by the Borrower for the docking and mooring of a boat, and together with all general intangibles now or hereafter arising out of, or in connection with, such Boat Slip and all cash and non-cash proceeds thereof.

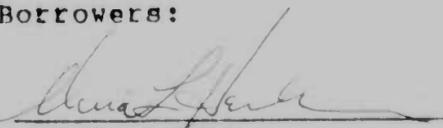
(c) The interest of the Borrower in any and all judgements, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of: (i) any and all insurance policies covering the aforementioned Boat Slip, or any portion thereof, and (ii) any other injury or damage to, decrease in value of, the Boat Slip or any part thereof.

Borrowers:

Borrowers:

  
\_\_\_\_\_  
WAYNE WERNER

(SEAL)

  
\_\_\_\_\_  
MINA HARKINS

(SEAL)

(SEAL)

(SEAL)

BOOK 512 PAGE 11

207453

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 DORIS BENTLEY

Address 524 Bowline Road, Severna Park, MD

2. SECURED PARTY

Name CARVEL CORPORATION

Address 430 Nepperhan Avenue

Yonkers, New York 10701

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

RECORD FEE 11.00  
310448 CTR #01 110:07  
MAY 8 87  
T.B.

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

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

All Carvel trademark signs, insignia, front and back freezer assembly plates, Carvel S.O.P. Manuals and other specialized items, together with any and all additions, substitutions or replacements thereto located at CARVEL STORE #974 - Southgate Shopping Plaza, 324 Hospital Drive, Glen Burnie, Maryland

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Doris Bentley  
(Signature of Debtor)

Doris Bentley  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CARVEL CORPORATION

(Signature of Secured Party)

Raymond Urezzio  
Type or Print Above Signature on Above Line  
Raymond Urezzio, V.P.

512 12

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

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

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

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

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

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

1. DEBTOR

Name Moreland, Frances R.

Address 813 Main Street Galesville, Maryland 20765

2. SECURED PARTY

Name Baldwin Service Center, Inc.

Address Defense Hwy. 450 & 178 Annapolis, Maryland 21401

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

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

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

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

"ALL 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, Maryland 21061

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Frances R. Moreland  
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

Baldwin Service Center, Inc.  
See attached for original signature  
(Signature of Secured Party)

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

2180

RECORD FEE 21.00  
POSTAGE  
910451 6777 001 71008  
MAY 9 87

T.B.

CONDITIONAL SALE CONTRACT NOTE

TO: Baldwin Service Center, Inc. FROM: Francis R. Moreland
Defense Hwy. 450 & 178 Annapolis, MD 21401 813 Main St. Galesville, MD 20765

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 Details. Includes items like (1) TIME SALES PRICE \$40,694.00, (2) Less DOWN PAYMENT IN CASH \$3,500.00, (3) Less DOWN PAYMENT IN GOODS \$-0-, (4) CONTRACT PRICE (Time Balance) \$37,194.00. Also includes location: 813 Main St, Galesville, Maryland 20765.

\*See Schedule "A" attached hereto and made a part hereof for description of equipment

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Thirty seven thousand one hundred ninety four and 00/100\*\*\*\*\* Dollars (\$ 37,194.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 10th day of May, 19 87, and continuing on the same date each month thereafter until paid, the first 59 installments each being in the amount of \$ 619.90 and the final installment being in the amount of \$ 619.90

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

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property; not permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorser hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or to 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: April 10, 19 87
Accepted Baldwin Service Center, Inc. (SEAL) Francis R. Moreland (SEAL)
By: Rhoda L. Baldwin, Pres. By: Francis R. Moreland
Co-Buyer-Maker: (SEAL)

This instrument prepared by \_\_\_\_\_

CAL 2XD(1-75) (See Instructions on Reverse Side of Last Page) © 1975 CREDIT ALLIANCE CORPORATION

3 ORIGINAL FOR FILING NON-NEGOTIABLE
Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.
Seller, Mortgagee or Lessor: Purchaser, Mortgagor or Lessee:
Baldwin Service Center, Inc. Francis R. Moreland
By: Rhoda L. Baldwin, Pres. By: Francis R. Moreland

**TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)**

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

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

**GUARANTORS-ENDORSERS SIGN HERE:**

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

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

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER**

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

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

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

Date: _____, 19 _____		(SEAL) _____ (Corporate, Partnership or Trade Name or Individual Signature)	} Signature of Seller
(Witness)	By: _____	(Signature, Title of Officer, "Partner" or "Proprietor")	

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated April 10, 1987 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	New International Harvester Dump Truck	1954	1HTLDTVNOHH474134
	Without limiting any of the terms and conditions of the above-mentioned Conditional Sale Contract Note, Buyer grants to Holder a Security Interest in inventory and equipment including but not limited to the following:		
One (1)	Used International Harvester Bulldozer	1985 TD8E	SE83049

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

Seller, Mortgagee or Lessor:

Baldwin Service Center, Inc.

By: Sharon L. Baldwin, Pres.

Purchaser, Mortgagor or Lessee:

<sup>FRM</sup>  
Francis R. Moreland

By: Francis R. Moreland

512 APR 15 1987

ASSIGNMENT

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

nexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated April 10, 1987

between Baldwin Service Center, Inc. as Seller-Lessor-Mortgagee

and Frances R. Moreland 813 Main St. Galesville, MD 20765  
(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 prop-erty therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made or given, it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the 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 af-fecting 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

\$ 37,194.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 10th day of April 19 87

Baldwin Service Center, Inc. (SELLER)

By [Signature]

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

CAL 1A

UCC-1 FINANCING STATEMENT MARYLAND

BOOK 512 PAGE 17

# 9035 15-0

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 BALTIMORE-WASHINGTON SCIENCE & INDUSTRY CENTER, a partnership  
Address Box 8601-Friendship Intl. Airport Baltimore, MD 21240

2. SECURED PARTY

Name Goldone FSB  
Address One Fountain Plaza, Buffalo, NY 14203

Goldone Realty Credit Corp., 205 Park Club Lane, Millersville, NY 14221  
Person And Address To Whom Statement Is To Be Returned 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 items of fixtures and personal property described in real estate mortgage held by secured party creating a lien upon real and personal property, including all additions, substitutions and replacements thereof.

RECORD FEE 11.00  
POSTAGE .50  
#10455 0777 R01 T10:10  
MAY 8 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)

5.0273 acres, more or less, on the Northeast side of Airport Rd. & 50 feet right of way on Ellridre Landing Rd.

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

The purchase being has expired  
(Signature of Debtor)

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

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

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

Paul W. Bussman  
(Signature of Secured Party)

G Goldone FSB  
Type or Print Above Signature on Above Line

T.B.

UCC-1 FINANCING STATEMENT MARYLAND

512 PAGE 18

#004572-4  
267697

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 Eastgate Apartment Complex  
Address PO Box 170, Liberty Bl., Randallstown, MD

2. SECURED PARTY

Name Soldone FSR  
Address One Fountain Plaza, Buffalo, NY 14202

Soldone Realty Credit Corp., 205 Park Club Lane, Millersville, NY 14221  
Person And Address To Whom Statement Is To Be Returned 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 items of fixtures and personal property described in real estate mortgage held by secured party creating a lien upon real and personal property, including all additions, substitutions and replacements thereof.

RECORD FEE 11.00  
POSTAGE .50  
MIDWEST CREDIT 110-11  
MAY 8 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)

A parcel of land in Baltimore Co. described in Deed of Trust from Debtors, who are record owners of real estate, recorded in Liber FHK Jr. No. 5301, Folio 902

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

The previous filing has lapsed  
(Signature of Debtor)

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

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

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

Paul W. Begman  
(Signature of Secured Party)

Soldone FSR  
Type or Print Above Signature on Above Line

TELEPHONE:  
 WASH. AREA (301) 937-0001  
 BALT. AREA (301) 792-7230



**GILL COMPANY, INC.**  
 A MEMBER OF THE GILL GROUP

11320 Frederick Avenue  
 Beltsville, Maryland 20705

BOOK 512 PAGE 19

APR 2 1987

**SALES ORDER**

SOLD TO (Customer Name) Argyle Country Club		SHIP TO Same	Date 3/26/87
Address 14600 Argyle Club Road		Address	Customer Code CC
City Silver Spring,	State MD	Zip 20906	Our Item No. 11746
Buyer Name Joe Brodt		Buyer Phone 301/598-6040	Customer P.O. No.

**STATEMENT OF WORK OR ITEMS SOLD**

(1) Delfield Waitress Station	\$2,015.00
(2) Wall Mounted Shelves, 8' x 12" @ \$235	470.00
(1) Hobart #610 Slicer	776.00
(1) Intermetro Shelving Unit	148.00

Total Cost	\$3,929.45	Subtotal	\$3,409.00
Deposit	-	Ship	200.00
Balance Due	\$3,929.45	Freight	150.00
Payment Terms (or Balance Due)	Net 30 Days after Delivery	Tax	3,759.00
		5 % Sales Tax	170.45
		Total	3,929.45

The Contract shall be construed under the laws of the State of Maryland and shall constitute the entire agreement between the parties and no modification shall be binding unless in writing. This order, including the reverse side which is a part hereof, is in accordance with our standard terms.

**TERMS AND CONDITIONS OF SALE**

1. All sales are final.

2. In the event Buyer pays for items purchased by check or if payment is deferred until after delivery, Buyer hereby grants to Gill Company, Inc. a Security Interest in the equipment sold until payment is actually received and credited to Gill Company, Inc. The Security Interest may be perfected by an appropriate filing of the Financing Statement described hereon.

(TERMS AND CONDITIONS CONTINUED ON BACK)

BUYER Argyle Country Club

*Joe P. Brodt*  
 Joe Brodt, Club Manager

GILL COMPANY, INC.

*Carl Cimino*  
 Carl Cimino, Project Manager

*Richard Blessing* 4/6/87  
 Richard Blessing, Sales Manager

RECORD FEE 11.00  
 POSTAGE .50  
 110457 CRT 01 110432  
 APR 8 1987  
 T.B

**UNIFORM COMMERCIAL CODE - FINANCING STATEMENT**

FORM UCC-1

ALABAMA	DELAWARE	KANSAS	MICHIGAN	NEBRASKA	OHIO	VERMONT
ALASKA	IDAHO	KENTUCKY	MINNESOTA	N. CAROLINA	OKLAHOMA	VIRGINIA
ARIZONA	ILLINOIS	MAINE	MISSISSIPPI	N. HAMPSHIRE	OREGON	W. VIRGINIA
ARKANSAS	INDIANA	MARYLAND	MISSOURI	N. JERSEY	S. CAROLINA	WISCONSIN
COLORADO	IOWA	MASS.	MONTANA	N. DAKOTA	TENNESSEE	WYOMING
						DIST. OF COLUMBIA

This FINANCING STATEMENT is presented to a Filing Officer for pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented: 3 Maturity Date (Optional):

1. Debtor(s) (Last Name First) and Address(es): Argyle Country Club 14600 Argyle Club Road Silver Spring, MD 20906	2. Secured Party(ies) Name(s) and Address(es): GILL COMPANY, INC. 11320 FREDERICK AVE. BELTSVILLE, MD. 20705	4. For Filing Officer: Date, Time, File No., Filing Office:
---	---	---

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

(1) Delfield Waitress Station  
 (2) Wall Mounted Shelves, 8' x 12"  
 (1) Hobart #610 Slicer  
 (1) Intermetro Shelving Unit

5. Assignee(s) of Secured Party, Address(es):

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.

[X] Proceeds - [X] Produces of the collateral are also covered

8. Signatures. (If debtor's signature omitted pursuant to G.S. 25-9-402(2), indicate reason.)

Argyle Country Club  
 By: *Joe P. Brodt* Debtor(s) or Assignor(s)  
 [ ] PAID BY CASH [ ] PAID BY CHECK SUBJECT TO COLLECTION

GILL COMPANY, INC.  
 By: *Richard Blessing* (FILE)  
 Richard Blessing, Sales Manager  
 Standard Form Approved By

TERMS AND CONDITIONS

1. TAXES All taxes shall be paid by the customer in full at the time of purchase of the goods. The seller shall not be responsible for any taxes, duties, or other charges imposed by the government.

2. WARRANTY The goods are sold as is, without any warranty, express or implied. The seller shall not be liable for any damage or loss of the goods, whether caused by fire, theft, or any other cause.

3. DELIVERY The goods shall be delivered to the customer at the address specified in the order. The seller shall not be responsible for any delay or non-delivery of the goods.

4. RETURN POLICY The goods are sold on a non-refundable basis. The customer shall be responsible for the return of the goods, if any, and for any shipping charges.

5. FORCE MAJEURE The seller shall not be responsible for any delay or non-delivery of the goods, if such delay or non-delivery is caused by a force majeure event, such as a natural disaster, war, or any other event beyond the seller's control.

6. ENTIRE AGREEMENT This document constitutes the entire agreement between the customer and the seller. No oral agreement or understanding shall be binding on either party.

7. GOVERNING LAW The law of the state of New York shall govern the interpretation and enforcement of this document.

8. ASSIGNMENT The rights and obligations of the customer and the seller under this document shall not be assigned to any third party without the written consent of the other party.

9. SEVERABILITY If any provision of this document is found to be unenforceable, the remaining provisions shall remain in full force and effect.

10. ACCEPTANCE OF TERMS BY CUSTOMER

*Custom job cannot be returned.*

THE CUSTOMER IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF THE FACT AND IDEAS SET FORTH HEREIN AND IS HEREBY ADVISED THAT IF ANY OF THEM BECOME A CONTRACT ONLY BY THE SIGNING AND DELIVERY OF THE GOODS TO THE CUSTOMER, THE CUSTOMER SHALL BE DEEMED TO HAVE ACCEPTED AND AGREED TO ALL OF ANY PART OF THE TERMS SPECIFIED HEREIN.

CLERK'S NOTATION  
 Document submitted for record  
 in a condition not permitting  
 satisfactory photographic repro-  
 duction.

RECEIVED  
 [Faint text]

[Faint signatures and text]

04/15/87

PAGE: 1

BOOK 512 PAGE 21

GILL GROUP

11320 FREDERICK AVENUE  
BELTSVILLE, MARYLAND 20705

ARGYLE COUNTRY CLUB

PROPOSAL LIST

ITEM	QTY.	MODEL-NUMBER	MANUFACTURER POWER SUPPLY/DESCRIPTION	PRICE EACH	EXTENSION
0001-00	1	CUSTOM	DELFIELD COMPANY, THE WAITRESS STATION (PER ATTACHED QUOTE & SKETCH)		2015.00*
0002-00	2		DELFIELD COMPANY, THE WALL SHELF, 8'-0" x 12"	235.00	470.00*
0003-00	1	#610	HOBART CORPORATION ANGLE-FEED MANUAL SLICER		776.00*
0004-00	1		INTERMETRO INDUSTRIES CORP. (LOT) SHELVING TO INCLUDE: (4) 1448 NC SHELVES (8) 54 P POSTS CUT TO 36"		148.00*

-----  
SUB-TOTAL EQUIPMENT: 3409.00

PLUS LABOR : 200.00

PLUS FREIGHT : 150.00

-----  
SUB-TOTAL: 3759.00

\* PLUS MARYLAND TAX : 170.45

-----  
TOTAL: 3929.45

JOB #: 1-1746

PM: CC

INITIALS: \_\_\_\_\_

FINANCING STATEMENT FORM UCC-1

Identifying File No. 2007-107

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____	If this statement is to be recorded in land records check here. <input type="checkbox"/>
--	--

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

1. DEBTOR

Name GLADDING CHEVROLET INC. T/A JBA CHEVROLET  
 Address 7327 RITCHIE HWY GLEN BURNIE, MD 21061

RECORD FEE 12.00  
 RECORD TAX 1050.00  
 POSTAGE .50  
 210460 000 001 710#14  
 MAY 8 87

2. SECURED PARTY

Name REYNA FINANCIAL CORPORATION  
 Address 115 S LUDLOW STREET DAYTON, OH 45402

T.B.

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 (1) REYNOLDS AND REYNOLDS ERA COMPUTER SYSTEM MODEL 48140 INCLUDES THE FOLLOWING TERMINALS: 3 R+R 115 CRTS, 3 R+R 220 PRINTERS, 1 700 MODEM, 1 VA212LC DIAGNOSTIC MODEM, 118MB ADDITIONAL DISK AND EIGHT (8) ADDITIONAL PORTS, CABLE, FREIGHT, INSTALLATION, TAPE CARTRIDGES, AND APPLICATION SOFTWARE LICENSE FEES FOR: ACCOUNTING, PAYROLL, ACCOUNTS PAYABLE, PARTS INVENTORY, PARTS INVOICING, SERVICE MERCHANDISING, VEHICLE MANAGEMENT, CHEVROLET DCS, GMPD, SERVICE INVOICING, FINANCE & INSURANCE.

Name and address of Assignee

THIS FINANCING STATEMENT IS AUTHORIZED BY AND EXECUTED ON BEHALF OF THE DEBTOR BY REYNA FINANCIAL CORPORATION AS ATTORNEY IN FACT PURSUANT TO A WRITTEN AGREEMENT. THIS FILING IS FOR NOTICE PURPOSES ONLY. THE TRANSACTION OUT OF WHICH THIS FILING ARISES IS A TRUE LEASE BETWEEN SECURED PARTY/LESSOR AND DEBTOR/LESSEE.  
 PRINCIPLE INDEBTEDNESS IS \$ 150,000.00.

CHECK  THE LINES WHICH APPLY

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

*Linda L. Holland Lease Assistant*

(Signature of Debtor)  
GLADDING CHEVROLET INC. T/A JBA CHEVROLET BY  
REYNA FINANCIAL CORP., ATTORNEY IN FACT

Type or Print Above Name on Above Line  
LINDA L. HOLLAND, LEASE ASSISTANT

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Linda L. Holland Lease Assistant*

(Signature of Secured Party)  
LINDA L. HOLLAND, LEASE ASSISTANT  
REYNA FINANCIAL CORPORATION

Type or Print Above Signature on Above Line

1780, 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. \$ NA

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

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

1. DEBTOR

Name TERRY M. GIVENS  
Address 407 PIXIE DRIVE MILLERSVILLE, MD. 21108

2. SECURED PARTY

Name JOHN DEERE COMPANY  
Address P.O. BOX 65090 WEST DES MOINES, IA. 50265

RECORD FEE 11.00  
POSTAGE .50  
MAY 3 1987

Person And Address To Whom Statement Is To Be Returned 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-N JD650 TRACTOR 4WD W/TURF TIRES SN#CH0650S019784  
1-N JD 35 BLADE SN#TY0035A004334

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X Terry M. Givens  
(Signature of Debtor)

TERRY M. GIVENS  
Type or Print Above Name on Above Line

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

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

Ronald T. Williams  
(Signature of Secured Party)  
RONALD T. WILLIAMS, ADMINISTRATOR  
JOHN DEERE COMPANY  
Type or Print Above Signature on Above Line

T.B.



BOOK 512 PAGE 21

NOT SUBJECT TO RECORDATION TAX

PRINT OR TYPE ALL INFORMATION

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

STATE CORPORATION COMMISSION UCC Div., Box 1197, Richmond, Va. 23209

LOCAL (CLERK OF Glen Burnie HANE ARUNDOL CO)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

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

Index numbers of subsequent statements (For office use only)

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

Universal Beauty Supply, Inc. 7558 Ritchie Hwy Glen Burnie, MD 21061

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

- (X) 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 the 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
PORTAGE .50
REC'D 8:00 AM 5/8/87

T.B.

Name & address of Secured Party

Sovran Bank, N.A. 8300 Greensboro Drive, Suite 640 McLean, VA 22102

Name & address of Assignee

Date of maturity if less than five years

Proceeds of collateral are covered [checked]
Products of collateral are covered [checked]

Description of collateral covered by original financing statement

See Attachment "A"

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:

Universal Beauty Supply, Inc. Signature of Debtor if applicable (Date)

BY: Nasser Rahnama, President

Sovran Bank, N.A. Signature of Secured Party if applicable (Date)

BY: Michael B. Saylor, Assistant Vice President

512 21-A

ATTACHMENT "A"

Each and every account, receivable, contract right, lease, chattel paper, and other rights of the Debtor to the payment of money, of every nature, type and description, whether now owing to the Debtor or hereafter arising, and all monies and other proceeds (cash or non-cash), including returned goods now or hereafter to grow due thereon, whether now owned or hereafter acquired, including, without limitation, the following:

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All of the Debtor's goods held for lease or sale, or being processed for lease or sale, all raw materials, work in process, finished goods, packaging materials, and all other materials and supplies now used or consumed in the Debtor's business, and all other inventory, whether now owned or hereafter acquired, of every nature, type and description, including, without limitation, the following:

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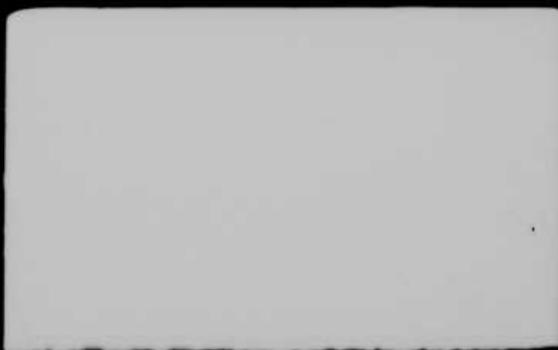
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BY:

  
Universal Beauty Supply, Inc.



STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 512 DATE 25 Identifying File No. 207100

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Homer D. Duncan T/A Duncan's Septic & Backhoe Service

Address 222 Old Magothy Bridge Road, Pasadena, MD 21122

2. SECURED PARTY

Name Deutsche Credit Corporation

Address 4 Greentree Centre - Suite 204, Marlton, NJ 08053

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

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

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

One (1) New R&S 14' Aluminum Dump Body on One (1) New Ford LT9000  
Dump Truck - S/N 1FDZU90KX1VA24904

RECORD FEE 12.00  
#10475 0777 R01 T10:23  
MAY 9 87

T.B.

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)

Homer D. Duncan

Type or Print Above Name on Above Line

Homer D. Duncan  
(Signature of Debtor)

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

Cheryl Homon - Region Credit Specialist  
(Signature of Secured Party)

Cheryl Homon, Region Credit Specialist

Type or Print Above Signature on Above Line

178-



STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 267491

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Northward Corporation dba PASADENA 4 A RENTALS

Address 8004 Junipershole Road, Pasadena, MD 21122

2. SECURED PARTY

Name RELI FINANCIAL CORP.

Address P.O. BOX 797 Northbrook, IL 60065-0797

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

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

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

- 1 Ditch Witch #1420W, Trencher  
S/N: 5D1789

RECORD FEE 12.00  
POSTAGE .50  
Name and address of Assignee  
110477 0777 801 710:24  
MAY 8 87  
TB

"COLLATERAL IS 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)

2501

*[Signature]*  
(Signature of Debtor)  
Northward Corporation dba  
PASADENA 4 A RENTALS  
Type or Print Above Name on Above Line

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

*[Signature]*  
(Signature of Secured Party)  
RELI FINANCIAL CORP.  
Type or Print Above Signature on Above Line



BOOK 512 PAGE 27

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 262193

RECORDED IN LIBER 498 FOLIO 486 ON 6/6/86 (DATE)

1. DEBTOR

Name Boehm, William Alan
Address 1528 St. Stephens Church Rd., Crownsville, 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

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
MAY 8 1987

Mailed to Secured Party

JOHN DEERE COMPANY

Dated 16 April 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 7050

BOOK 512 PAGE 28

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

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. 263641 recorded in Liber 502 (Folio 285 on 9/04/86 at Anne Arundel County, MD)

1 DEBTOR(S) Raymond and Carole McGarvey

ADDRESSES) 8317 Persimmon Tree Road, Bethesda, Maryland 20817

2 SECURED PARTY: MARYLAND NATIONAL BANK ATTENTION Leslie A. Shelton  
6100 Executive Blvd., Suite 500, Rockville, MD 20852  
 ADDRESS: MAIL STOP \_\_\_\_\_ Post Office Box 287, Baltimore, Maryland 21203

---

Person and Address to whom Statement is to be returned (if different from above) \_\_\_\_\_

RECORD FEE 10.00  
 POSTAGE .50

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 is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:

a. Not subject to Recordation Tax.

b. Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

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 \_\_\_\_\_

110492 CT 7 101 110:29  
MAY 8 87  
we

DEBTOR(S): \_\_\_\_\_

SECURED PARTY: Maryland National Bank

BY \_\_\_\_\_ (SEAL)

BY Pamela N. Brazis (SEAL)

BY \_\_\_\_\_ (SEAL)

Pamela N. Brazis, Commercial Banking Officer

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

Mailed to Secured Party

1050



BOOK 512 PAGE 30

267492

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

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

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

If transaction or transactions wholly or partially subject to records-  
don't tax indicate amount of taxable debt here. \$ N/A

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

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

1. DEBTOR

Name A. J. Phelps Land Clearing, Inc.  
Address 8826 Washington Blvd. Jessup, Maryland 20794

2. SECURED PARTY

Name Morbark North Carolina, Inc.  
Address P.O. Box 61097 Raleigh, North Carolina 27761  
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

- 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)

RECORD FEE 17.00  
POSTAGE .50  
#10484 0777 801 110429  
MAY 8 97

A. J. Phelps Land Clearing, 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

Morbark North Carolina, Inc.  
See attached for original signature  
(Signature of Secured Party)

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

CONDITIONAL SALE CONTRACT NOTE

TO: Morbark North Carolina, Inc. FROM: A. J. Phelps Land Clearing, Inc.  
P.O. Box 61097 Raleigh, NC 27761 8826 Washington Blvd. Jessup, MD 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) Morbark Model 27 total Chiparvestor with all Standard Equipment, S/N 1776

- (1) TIME SALES PRICE ..... \$ 520,770.85
- (2) Less DOWN PAYMENT IN CASH ..... \$ -0-
- (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ 179,800.00
- (4) CONTRACT PRICE (Time Balance) ..... \$ 340,970.85

The property purchased shall remain personally and not become part of any realty and shall be located and kept for use at: 8826 Washington Blvd. Jessup, Maryland 20794

Record Owner of Real Estate: \_\_\_\_\_

\*See Schedule "A" attached hereto and made a part hereof for payment schedule

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 Three hundred forty thousand nine hundred seventy and 85/100\*\*\* Dollars (\$ 340,970.85)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 15th day of June, 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, recontract 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: April 14 19 87

BUYER(S)-MAKERS(S):

Accepted Morbark North Carolina, Inc. (SEAL)  
(Print Name of Seller Here)

A. J. Phelps Land Clearing, Inc. (SEAL)  
(Print Name of Buyer-Maker Here)

By: HD Smith Pres.

By: Ann J. Phelps, Pres.

Co-Buyer-Maker:

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

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

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

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

This instrument prepared by \_\_\_\_\_

**TERMS AND CONDITIONS OF CO-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.) \_\_\_\_\_ (Guarantor-Endorser) \_\_\_\_\_ (L.S.)  
 (Guarantor-Endorser)  
 \_\_\_\_\_ (L.S.) \_\_\_\_\_ (Guarantor-Endorser) \_\_\_\_\_ (L.S.)  
 (Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies 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, then 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 release any rights against, grant extensions of time of payment of, and compromise claims without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment of, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller expressly waives the benefits of any statute or future provisions of law hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any statute or future provisions of law which might extend the obligation of Seller as a result of any extension obtained by Buyer to 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 the same, 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

ASSIGNMENT

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

nexed conditional sale contract and/or lease and/or chattel mortgage therein called "contract" dated April 14, 1987

between Morbark North Carolina, Inc. as Seller/ Vendor/ Mortgage

and A. J. Phelps Land Clearing, Inc. 8826 Washington Blvd. Jessup MD 20794

(Name) (Address)

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

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made in person, in writing or otherwise; it reserves a valid, free and clear, 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 execute the 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 unmatrued 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 of the day of the execution hereof the unpaid balance of the contract assigned herein is \$ 340,970.85

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 14 day of April 1987

Morbark North Carolina, Inc. (Name)

By H. D. Smith Pres

ALL CORPORATIONS, PARTNERSHIPS, TRUSTS, AND INDIVIDUALS MUST HAVE AUTHORIZED SIGNERS, SIGNING TOOLS, AND ALL CORPORATIONS MUST HAVE AUTHORIZED SIGNERS AND HAVE ONE OR MORE PARTNERS SIGN.

CA 15A

Mailed to Secured Party

STATE OF MARYLAND  
FINANCING STATEMENT FORM UC91 512 WE 31

Anne Arundel County  
Clerk of the Circuit Court  
Identifying File No. 267493

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Capital Associates International, Inc.  
Address 31 E. Platte Ave. Colorado Springs, CO 80903

2. SECURED PARTY

Name Wells Fargo Bank N.A. Equipment Finance Center #489  
Address ~~Equipment Finance Center~~ 343 Sansome San Francisco, CA 94163  
St., 6th Floor

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

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

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

All right title and interest of Equipment Schedule No. 7 in that certain Lease dated February 18, 1986, between Holiday Inns, Inc... (as continued on attached Exhibit)

"NOT SUBJECT TO RECORDATION TAX"

RECORD FEE 17.00  
POSTAGE .50  
#10486 0777 001 T10-31  
MAY 8 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)

Capital Associates International, Inc.

(Signature of Debtor)  
*Daniel A. ...*  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Wells Fargo Bank N.A.

(Signature of Secured Party)

*[Signature]* Loan Doc. Officer  
Type or Print Above Signature on Above Line

17.50

EXHIBIT A  
TO U.C.C.-1 FINANCING STATEMENT

BOOK 512 PAGE 35

Debtor: Capital Associates International, Inc.  
Secured Party: Wells Fargo Bank, N.A.

All right, title and interest of Equipment Schedule No. 7 in that certain Lease dated February 18, 1986, between Capital Associates International, Inc. as Lessor, and Holiday Inns, Inc. as Lessee, and all proceeds thereof, including without limitation Lease payments and other sums due to become due under said Lease, and all rights to payment with respect to payment to any insurance, including returned premiums, or any cause of action relating to the foregoing.

All inventory that is a subject of said Lease (whether in the possession of debtor, as Lessor, or the Lessee named above), wherever located, and all modifications and attachments thereto, replacements thereof and substitutions therefor, in whole or in part, and all proceeds thereof including without limitation, all rights to payment with respect to any insurance, including returned premiums, or any cause of action relating to the foregoing.

I. Equipment, together with any and all payments and proceeds therefrom and thereunder:

<u>Mfg.</u>	<u>Qty.</u>	<u>Model #</u>	<u>Description</u>	<u>Serial #</u>	<u>Status</u>
-------------	-------------	----------------	--------------------	-----------------	---------------

As described on the attached Exhibits

II. Equipment Originally Located at: As described on the attached Exhibits

HMS INSTALLATION

Revision Date: 08/29/86  
 Units Sent: 4

Status: Franchise  
 Hampton Inn  
 Address: 829 Elkridge Landing Rd.  
 Linthicum, MD 21090  
 Phone: 301/850-0600

Location Number: 5703  
 Contact: Jennie Hamill  
 Holidex: BALAT/P  
 Date Sent: 7/3/86  
 # Rooms: 139

DESCRIPTION	SERIAL NUMBER	COST
2DRIVE PC	1919610	
1DRIVE PC	1865566 (TP BOX)	
	1861453 1866226	
COLOR MONITOR	1148116 1148118	
	1162106	
SANYO MONITOR	29129481	
TI PRINTERS	0485560320 0785550627 2885560384 2885560361	
TECMAR	1220022 add. equip. <i>lease</i>	
GATEWAY	066W0334	
ODRIVE-21MB	266DM2905 206DM2521	
CARD READER	10854 10876	

512 37

MODEM

3940

---

OTHER: (4) KEYBOARDS, (4) PRT CABLES, (4) TRACTOR FEED, (1) STACKING  
TRAYS, (8) TAP BOXES, 25' SUMA FOUR, (2) 5' MODEM CABLES,  
(3) H-3 TEMPLATES, 500' NETWORK CABLE, (1) A/B SWITCHBOX, AUTO BOOT  
AND BACKUP DISKETTES, TRAINING NETWORK, HOLIDEX III MANUALS,  
(6) NODAL ISOLATORS, 200VA UPS SYSTEM (S# 1364).

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Mailed to Secured Party

BOOK 512 PAGE 35

267494

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity Date (Optional)
Debtor and social security or IRS emp. ID number and Address	Secured Party and Address	
VIDEO CREATIONS INC HERMAN PRITCHARD 261 MALIBU CT SEVERNA PARK, MD 21146	SENCORE INC 3200 SENCORE DRIVE SIOUX FALLS, SD 57107	
This financing statement covers the following types for items of property		
SENCORE ELECTRONIC TEST EQUIPMENT. MODEL NUMBERS		
1 VA62	1 VC63	
1 NT64	1 PR57	
1 LC75	1 SCR250	
1 EX231		
Describe real estate. (If collateral is crops) The above described crops are growing or are to be grown on. OR (If collateral is goods which are or are to become fixtures) The above goods are affixed or to be affixed to		For Filing Officer (Date, Time, Number, and Filing Office)
not subject to recordation taxes.		Assignee of secured party
<input checked="" type="checkbox"/> Check (X) if covered <input type="checkbox"/> Proceeds of collateral are also covered <input type="checkbox"/> Products of collateral are also covered		Number of additional sheets, if any
Filed with		

RECORD FEE 12.00  
#10495 0777 R01 710:30  
MAY 9 87  
T.B.

VIDEO CREATIONS INC

By *Herman S. Pritchard*  
Signature of Debtor

SENCORE INC

By *McChesney*  
Signature of Secured Party

Form SOS UCC 310 07/80

UCC 1 - SOUTH DAKOTA UNIFORM COMMERCIAL CODE

Approved by Secretary of State, State of South Dakota

Mailed to Secured Party

Mail 10

267495

BOOK 512 PAGE 31

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)) Roland E. Dugans & Ethel J. Dugans T/A J. E. & Sons 808 Ruxshire Drive Arnold, MD 21012 M-31190-1	(2) Secured Party(ies) (Name(s) and Address(es)) Alban Tractor Co., Inc. P.O. Box 9595 Baltimore, MD 21237	RECORD FEE 13.00 POSTAGE .50 410462 CTR 01 710:16 MAY 3 87 T.B.
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). <small>If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).</small>	(4) Assignee(s) of Secured Party, Address(es)	

For Filing Officer

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

One (1) Used Caterpillar Model #953LGP Track Type Loader S/N 20Z201

NOT SUBJECT TO RECORDATION TAX (AA CO.)

XX Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s) Roland E. Dugans & Ethel J. Dugans T/A J. E. & Sons	Alban Tractor Co., Inc.	Secured Party(ies) [or Assignees]
(By) <i>[Signature]</i> Standard Form Approved by N.C. Sec. of State and other states shown above.	Ethel J. & Roland E. Dugans, Owner	<i>[Signature]</i>

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

(1) Filing Officer Copy - *[Signature]*

Mailed to

Mailed to Secured Party

FORM 512 FEB 40

267496

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 1. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) CARROLL H. HYNSON, REAL ESTATE & BAIL BONDING 95 WEST ST. ANNAPOLIS, MD. 21404	2. Secured Party(ies) and address(es) FIRST EASTERN LEASING CORP. 30 E. Padonia Rd. Timonium, Md. 21093	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
---	--	---

4. This statement refers to original Financing Statement bearing File No. Liber 484 Page 81  
Filed with A. A. Co. Date Filed 4/17/85 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.

1 - SILVER REED EX 300 #73001586

RECORD FEE 10.00  
POSTAGE .50  
#30444 CTTT FOR 73001586  
MAY 8 87

No. of additional Sheets presented: WE

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

By: Ginny Berry 4/17/87  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical 10 80 STANDARD FORM - FORM UCC-3 10 50

Mailed to Secured Party

267497

BOOK 512 PAGE 41

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax  
 Subject to Recordation Tax; Principal  
Amount is \$ 130,500.00

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

Name of Debtor

Address

Ferguson Trenching Co., Inc.

123 Revell Highway  
Annapolis, MD 21401

SECURED PARTY

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

Attach separate list if necessary

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

1 new Koehring Model 6633 Hydraulic Excavator 45/32" Bucket & Sidecutters, S/N 110577

RECORD FEE 11.00  
RECORD TAX 913.50  
PROPERTY TAX .50  
REGISTER CASE R01 712:58  
MAY 8 87

T.B.

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)

FERGUSON TRENCHING CO. INC.  
By Stanley R. Ferguson Pres.

FARMERS NATIONAL  
BANK OF MARYLAND

BY *[Signature]*

Type or print names under signatures

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

Mailed to Secured Party

11  
913.50  
L

fill with A.A. County

BOOK 512 PAGE 42

267498

FINANCING STATEMENT

1.  To Be Recorded in the Land Records.
2.  To Be Recorded among the Financing Statement Record.
3.  Not subject to Recordation Tax.
4.  Subject to Recordation Tax on an initial debt in the principal amount of \$64,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel County.

5.	Debtor(s) Name(s)	Address(es)
	Paceway Convenience Stores, Inc. J. Kent McNew Nancy P. McNew	Mountain Road at Solley Road Pasadena, Maryland 21122

6.	Secured Party	Address
	First National Bank of Maryland	18 West Street Annapolis, Maryland 21401

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.

T.B.

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

B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

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

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

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

442



owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

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

8. A portion of the Property described above is or may be affixed to the real property described below.

DEBTOR:

SECURED PARTY:

Paceway Convenience Stores, Inc.

First National Bank of Maryland

By: J. Kent McNew  
J. Kent McNew, President

By: Nicholas P. Lambrow  
Nicholas P. Lambrow  
Regional Loan Officer

J. Kent McNew  
J. Kent McNew

Nancy P. McNew  
Nancy P. McNew

Address where a portion of Collateral may be located:

Mountain Road at Solley Road  
Pasadena, Maryland

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

F3276101.FS1 - Paceway  
F3

Mailed to Secured Party

WAIT TO



267499

BOOK 512 PAGE 44

TO BE RECORDED IN THE  
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor:  
KENDALL ENTERPRISES, INC.

Address:  
c/o Mr. Raymond O. Blummer  
221 - 5th Avenue, S.E.  
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 13.00  
POSTAGE .50  
MAY 15 1987  
MAY 9 1987

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 Kendall Enterprises, 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 proceeding or purchase in lieu thereof, of the

T.B.

1350

BOOK 512 PAGE 45

whole or of any part of the herein described land.

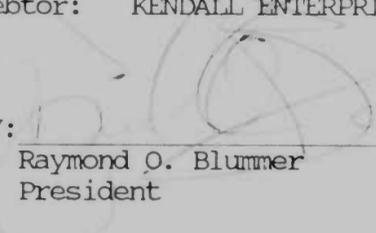
(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any contemplated development of condominium units or business operated upon the premises.

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

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

Debtor: KENDALL ENTERPRISES, INC.

BY:  (SEAL)  
Raymond O. Blummer  
President

Dated: May 6, 1987

MR. CLERK: Return to:

DAVID S. BRUCE, Esq.  
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.  
80 West Street, P. O. Box 868  
Annapolis, Maryland 21404

s356413P.MLS

## EXHIBIT A

**BEGINNING** for the same at chord point #2 as shown on a plat entitled Section 3 The Highlands Apartments, recorded among the Plat Records of Anne Arundel County in Plat Book 41, folio 39, said point is also marked by an iron pipe found, said point is also on the south side of Oak Manor Drive; thence leaving the south side of Oak Manor Drive and binding on the westernmost outline of the above mentioned outline of The Highland Apartments, the following two courses and distances, (1) along a curve deflecting to the right having a radius of 747.64 feet, a length of 265.96 feet, and a chord of South 26° 28' 30" West 264.56 feet to an iron pipe found, (2) South 36° 35' 06" West 32.65 feet to a pipe set on the north right of way line of Maryland Route #100; thence binding on the north right of way line of Maryland Route #100, and leaving said Highlands Apartments, (3) North 29° 33' 44" West 256.56 feet to an iron pipe set on the east right of way line of Crain Highway; thence leaving Maryland Route #100 and binding on the east right of way line of Crain Highway, (4) along a curve deflecting to the left having a radius of 458.37 feet, a length of 232.27 feet, and a chord of North 16° 30' 07" East 229.99 feet to an iron pipe set; thence leaving the east right of way line of Crain Highway and running along a fillet to the south side of Oak Manor Drive, (5) North 67° 06' 01" East 70.55 feet to an iron pipe found; thence binding on the south side of Oak Manor Drive, the following four courses and distances, (6) along a curve deflecting to the right having a radius of 150.00 feet, a length of 76.23 feet, and a chord of South 38° 35' 36" East 75.41 feet to an iron pipe found, (7) South 24° 01' 59" East 133.35 feet to an iron pipe found, (8) North 65° 58' 01" East 18.39 feet to an iron pipe set, (9) South 24° 01' 59" East 38.24 feet to the point of beginning. Containing within the bounds of this description 69,413 square feet, or 1.5912 acres of land, more or less, according to a survey and plat prepared by Severn Surveys, Inc. in June, 1985.

**BEING** part of the firstly described lot of ground in a Deed dated December 30, 1957 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1641, folio 543, from Myrtle E. Robinson, widow, to John M. Robinson and William C. Robinson, as tenants in common.

**BEING** also part of the property whereby Mary R. Robinson, having departed this life on or about January 5, 1954 and by her Last Will and Testament, duly admitted to probate in the Orphans Court for Baltimore City in Wills Liber L. C. S. No. 250, folio 247, a certified copy of which Will is recorded in the Office of the Register of Wills for Anne Arundel County in R.G.P. 5, Wills Liber No. 57, folio 187, she devised her interest in and to said property unto her two daughters, Margaret E. Fitzpatrick and Katherine R. Rowan, two of the Grantors herein.

C:GOTT.1mm

Mailed to Secured Party

BOOK 512 PAGE 47

267500

The FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented: \_\_\_\_\_

3  The Debtor is a borrowing entity.

4 Filing Office: Date Time No. Filing Office: \_\_\_\_\_

1 Debtor(s) (Last Name First and Address(es))  
CHRISTOPHER R. WANDER  
TERESA A. BIRG  
119 CLAYTON  
JESSUP MD 20794

2 Secured Party(ies) Name(s) and Address(es)  
GREEN TREE ACCEPTANCE INC.  
2500 WHITE BLVD. #245  
MIDDLETOWN, VA 22101

REGISTRATION FEE 12.00  
POSTAGE .50  
#10556 Class R01 T13:30  
9-87

5 The Financing Statement covers the following types of items of property:  
LOTS BE BUILT  
ROSEBUD  
70 x 14 SERIAL # 218015  
AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND  
APPURTEANCES THEREIN AND THEREON INCLUDING BUT NOT  
LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S  
PRODUCTS OF THE COLLATERAL ARE ALSO COVERED ATTACHMENT AND/OR RETAIL.

6 Assessee(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: \_\_\_\_\_  
 This statement is to be indexed on 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 (tick appropriate box):  
 when it is proceeds of the original Collateral described above at 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)

CHRISTOPHER R. WANDER TERESA A. BIRG GREEN TREE ACCEPTANCE INC.  
By *Christopher R. Wander* *Teresa A. Birg* *J. C. [Signature]*  
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)  
(Required only if item 10 is checked)

(1) FILING OFFICER COPY—NUMERICAL 12.50  
STANDARD FORM—FORM 000-1—Approved by Secretary of Commonwealth of Pennsylvania

Mailed to Secured Party

512 48

267501

The FINANCING STATEMENT is presented to a Filing Office 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)

3.  The Debtor is a transmitting utility.

4. For Filing Office (Date, Time, No. Filing Office)

TIMOTHY W. TRENT  
VICTORIA A. TRENT  
7959 TELEGRAPH ROAD  
SEVERN MD 21144

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

RECORD FEE 12.00  
POSTAGE .50  
210000-0444-001 711124  
3.87

5. The Financing Statement covers the following type(s) of property:

1980 TIDWELL  
65 X 14 SERIAL # NCE0380460S6041  
AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND  
APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT  
LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S  
INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL

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

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

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 W. TRENT VICTORIA A. TRENT  
By *Timothy Trent* Victoria A. Trent

GREEN TREE ACCEPTANCE INC.  
By *DC Swane*

Mailed to Secured Party

267502

512 49

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

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

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

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

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

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

1. DEBTOR

Name Newcomb, George E. T/A George E. Newcomb & Son  
Address 283 Pinewood Rd. Millersville, MD 21108

2. SECURED PARTY

Name The Milton James Company  
Address 8411 Pulaski Hwy. 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 12.00  
POSTAGE .50  
#10573 2066 R01 113:12  
MAY 9 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 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)

George E. Newcomb T/A George E. Newcomb & Son  
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

Credit Alliance Corporation  
[Signature]  
(Signature of Secured Party)

Larry F Kimmel Asst. V.P.  
Type or Print Above Signature on Above Line

22.50

CONDITIONAL SALE CONTRACT NOTE

TO: The Milton James Company  
8411 Pulaski Hwy. Baltimore, MD 21237

FROM: George E. Newcomb T/A George E. Newcomb & Son  
283 Pinewood Rd. Millersville, MD 21108

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

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks)  
\*See Schedule "A" attached hereto and made a part hereof for description of equipment  
\*except that there shall be no payments made during the months of January, February and March of the years 1988, 1989, and 1990

(1) CASH SALE PRICE	\$ 8,400.00
(2) DOWN PAYMENT in Cash	\$ 2,400.00
(3) DOWN PAYMENT in Goods * (Trade-in Allowance)	\$ -0-
(4) UNPAID BALANCE [Items (1) - (2) - (3)]	\$ 6,000.00
(5) INSURANCE and other Benefits	\$ -0-
Types of coverage and benefits	
(6) OFFICIAL or DOCUMENTARY FEES	\$ 100.00
Describe and Itemize	
(7) PRINCIPAL UNPAID BALANCE [Items (4) + (5) + (6)]	\$ 6,100.00
(8) FINANCE CHARGE (Time Price Differential)	\$ 1,352.40
(9) CONTRACT PRICE (Time Balance) [Items (7) + (8)]	\$ 7,452.40
(10) TIME SALES PRICE [Items (2) + (3) + (9)]	\$ 9,552.40

\* Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:  
283 Pinewood Rd. Millersville Anne Arundel County Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Seven thousand four hundred fifty two and 40/100

being the above indicated Contract Price (hereinafter called the "time balance") in 31 successive monthly installments, commencing on the 20th day of May 1987, and continuing on the same date each month thereafter until paid, the first 30 installments each being in the amount of \$ 240.40 and the final installment being in the amount of \$ 240.40

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, 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 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 or 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: April 17, 1987

BUYER(S)-MAKER(S):

Accepted: The Milton James Company (SEAL)

George E. Newcomb T/A George E. Newcomb (SEAL)

By: Brian N. Bantard Pres.

By: George E. Newcomb

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

Co-Buyer-Maker: (SEAL)

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

By:

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.



SCHEDULE "A"

BOOK 512 PAGE 52

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated April 17, 19 87 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Used John Deere Backhoe  Without limiting any of the terms and conditions of the above-mentioned Conditional Sale Contract Noted, Buyer grants to Holder a Security Interest in goods inventory and equipment including but not limited to the following:	9300	35747
One (1)	John Deere Crawler Loader	1978 450C	294730

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

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

The Milton James Company

George E. Newcomb T/A George E. Newcomb & Son

By: *Brian M. Hubbard Pres*

By: *George E. Newcomb*

BOOK 512 PAGE 53

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated April 17, 1987

between The Milton James Company as Seller-Lessor-Mortgagee and George E. Newcomb T/A George E. Newcomb & Son 283 Pinewood Rd. Millersville, MD 21108 (Address)

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

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made or given, it reserves a valid, free and clear title to or creates a first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and its 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 \$ 7,452.40 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 17th day of April 19 87 The Milton James Company (SEAL)

By Brian R. Bunkard Pres

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

CA 15A

Mailed to Second Party

512 54

267503

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 Dillon's Bus Service, Inc.  
Address 8383 Elvaton Road Millersville, MD 21108

2. SECURED PARTY

Name Washington Freightliner, Inc.  
Address 201 Ritchie Road Bldg. A Capitol Heights, MD 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.

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." CHECK  THE LINES WHICH APPLY

ASSIGNEE OF THE SECURED PARTY:

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

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Dillon's Bus Service, 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

Credit Alliance Corporation

[Signature]  
(Signature of Secured Party)

Larry F Kimmel Asst. V.P.

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

RECORD FEE 17.00  
POSTAGE .50  
#10575 0666 RM 113:15  
MAY 9 87

T.B.

[Signature]

CONDITIONAL SALE CONTRACT NOTE

TO: Washington Freightliner, Inc.

FROM: Dillon's Bus Service, Inc.

201 Ritchie Road Bldg. A Capitol Heights, MD 20743

8383 Elvaton Road Millersville, MD 21108

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

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

One (1) 1987 Western Star Model 4964-2 Truck, S/N 2WLPCCJE0HK918260

(1) TIME SALES PRICE \$ 112,577.20
(2) Less DOWN PAYMENT IN CASH \$ 8,500.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 104,077.20

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 8383 Elvaton Road Millersville, MD 21108

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred four thousand seventy seven and 20/100\*\*\*\*\* Dollars (\$ 104,077.20 )

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 4th day of June 19 87, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,734.62 and the final installment being in the amount of \$ 1,734.62

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, not permit nor suffer it to come into the possession of any other person, not 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, receive 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/enforcement of this contract note, and upon such assignment/enforcement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

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

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

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

BUYER(S)-MAKER(S):

Date: April 17, 19 87

Accepted Washington Freightliner, Inc. (SEAL)

Dillon's Bus Service, Inc. (SEAL)

By: [Signature]

By: [Signature] TRANS

Co Buyer Maker: (SEAL)

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

(Print Name of Co-Buyer Maker Here)

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

By:

This instrument prepared by

2

**TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)**

the property in danger of seizure, reappropriation, 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 attachment, stay or exemption laws therein for 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-tenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. A part of the consideration for Seller'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 and 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, receivables, 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 counter claims, real or claimed. Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper hereby agreeing that any filing or recording or renewal thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that on actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract, and that no part thereof was loaned directly or indirectly by Seller to Buyer, Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price, that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossession, and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

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

Date \_\_\_\_\_ 19\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) } Signature of Seller  
 \_\_\_\_\_ (Witness) By \_\_\_\_\_ (Signature, Title of Officer, "Partner" or "Proprietor") }

BOOK 512 PAGE 57

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated April 17, 1987

between Washington Freightliner, Inc. as Seller-Lessor-Mortgagee and Dillon's Bus Service, Inc. 8383 Elvaton Road Millersville, MD 21108 (Name) (Address)

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

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made or given, it reserves a valid, free and clear title to or creates a first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the 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 \$ 104,077.20 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 17th day of April, 19 87

Washington Freightliner, Inc. (SELLER)  
By [Signature]

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

CA 15A

Mailed to Secured Party



267504



BOOK 512 PAGE 58

Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 150,000
- To Be Recorded in Land Records of \_\_\_\_\_

Record in:

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

NAME	ADDRESS
1. Debtor(s)	City State
Manuel Kajanghi	6611 Ritchie Highway, Glen Burnie, Maryland 21061
Rose Kajanghi	6611 Ritchie Highway, Glen Burnie, Maryland 21061

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

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

Check  one or more boxes as applicable:

All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.

Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.

Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

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

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

Secured Party: SOVRAN BANK/MARYLAND

By: Cynthia A. Flanders

Type Name Cynthia A. Flanders

Title Commercial Account Officer

Debtor(s) or Assignor(s)

Manuel Kajanghi

Rose Kajanghi

Type or Print Name and Title of Each Signature

Mailed to Secured Party

12/50

RECORD FEE 12.00  
MAY 8 87

TB

BOOK 512 PAGE 59

This Statement is presented to a Filing Office for filing pursuant to the Uniform Commercial Code

1. Debtor's Name and Mailing Address  
(Do not abbreviate)  
Harley Davidson of Annapolis  
1929 Lincoln Drive  
Annapolis, MD 21401

2. Secured Parties: Name and Address  
ITT COMMERCIAL Co.  
FINANCE CORP.  
P.O. Box 832740  
Richardson, TX 75083-2740

3. For Filing Office: Date, Time and Filing Office  
RECORD FEE 12.00  
POSTAGE .50  
#10722 DTT NO1 706-55  
SEPT 30 1987

4. This statement refers to original Financing Statement No. 249200 Date Filed Sept. 30 1987  
Check if applicable  This Financing Statement Change is to be filed for record in the real estate records.

5. A. Continuation  B. Assignment  C. Termination  D. Partial Release  E. Amendment XX  
The original Financing Statement is still effective. The Secured Party of record has assigned his interest in the following instrument(s). The Secured Party of record no longer claims a security interest under the Financing Statement. The Secured Party of record releases the following collateral. The Financing Statement is amended to set forth below.

Please amend the secured party's address to read: P.O. Box 866547  
Plano, Texas 75086-6547

Harley Davidson Of Annapolis

ITT COMMERCIAL FINANCE CORP.

By Charles E. Tucker, Pres.  
Signature(s) of Debtor(s)

By P. L. Seales  
Signature(s) of Secured Party(ies)

MAR 17 1987

Mailed to Secured Party

MD  
512 60 267506

FINANCING STATEMENT FORM UC-1

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

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK

SIGNATURES MUST BE IN INK

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

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

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

1. DEBTOR

Name Merritts, Michael H. & Brenda W.

Address 496 Fawns Walk, Annapolis, MD 21401

2. SECURED PARTY

Name First Commercial Corporation

Address 303 Second Street,

Annapolis, MD 21403

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

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

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

1986 Carver, Model Mariner, LOA 28', Fiberglass, Hull Serial # CDRJ9038A686, with 1986, Mercruiser, T/230 HP, Gas Engines Serial # A588853 & A594244

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

Kept: Annapolis, MD

CHECK  THE LINES WHICH APPLY

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

Mailed to Secured Party

Michael H. Merritts  
(Signature of Debtor)

Michael H. Merritts  
Type or Print Above Name on Above Line

Brenda W. Merritts  
(Signature of Debtor)

Brenda W. Merritts  
Type or Print Above Signature on Above Line

First Commercial Corporation  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Anne Aronoff  
4/21/87

1250

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

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

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

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

1. DEBTOR  
 Name Maryland Restoration & Decorating, a Maryland partnership consisting of Harry A. Hutchison & Mija Hutchison, Partners  
 Address 7509 Pillsbury Place, Glen Burnie, MD 21061

2. SECURED PARTY  
 Name Kidde Credit Corporation  
 Address 30 Washington Center, Hagerstown, MD 21740

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

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

4. This financing statement covers the following types (or items) of property: (list)
- (a) Two (2) Manlifts, Used, Model MZ46A, S/N 13023, Model MZ46A, S/N 13033 together with all existing and future replacements thereof, and repairs placed thereon; and
  - (b) All cash and non-cash proceeds of the foregoing in (a) above, including, but not limited to, proceeds of any insurance covering any of the foregoing.

Name and address of Assignee

RECORD FEE 13.00  
 POSTAGE .50  
 410724 0777 R01 708755  
 MAY 11 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)

Mailed to Secured Party

*Harry A. Hutchison*  
 (Signature of Debtor)  
 MARYLAND RESTORATION & DECORATING  
 HARRY A. HUTCHISON, Partner  
 Type or Print Above Name on Above Line

*Mija Hutchison*  
 (Signature of Debtor)  
 MARYLAND RESTORATION & DECORATING  
 MIJA HUTCHISON, Partner  
 Type or Print Above Signature on Above Line

*J. S. V. P.*  
 (Signature of Secured Party)  
 KIDDE CREDIT CORPORATION  
 Type or Print Above Signature on Above Line  
 13-50

267508

BOOK 512 PAGE 62

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)) James H. Holt T/A J. H. Holt & Son 4722 Sands Road Harwood, MD 20776 M-31170-1	(2) Secured Party(ies) (Name(s) and Address(es)) Alban Tractor Co., Inc. P.O. Box 9595 Baltimore, MD 21237	RECORD FEE 12.00 POSTAGE .50 \$10126 C/TI 401 108458 MAY 11 87 T.B.
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered. (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described in Section (5). <small>(If either block 3(a) or block 3 (b) applies describe real estate, including record number(s) in section (5).)</small>	(4) Assignee(s) of Secured Party, Address(es):	
(5) This Financing Statement Covers the Following types [or items] of property:		

One (1) Caterpillar Model #953LGP Loader S/N20Z00854

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

James H. Holt T/A J. H. Holt & Son

(By) *James H. Holt*  
Standard Form Approved by N.C. Sec. of State and other states shown above.

Alban Tractor Co., Inc.

James H. Holt

(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)

(1) Filing Officer Copy - Mailed

UCC 1

Mailed to Secured Party

512 MAY 63

267509

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) Reliable Contracting Co., Inc. <del>XXXXXX</del> 1 Church View Dr Millersville, MD 21108	(2) Secured Party(ies) (Name(s) and Address(es)) Alban Tractor Co., Inc. P.O. Box 9595 Baltimore, MD 21237
---	---

M-31265-1

(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered. (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es)
---	---

For Filing Officer

RECORD FEE 11.00  
POSTAGE .50  
MAY 27 10:00 AM '63  
MAY 11 87

TB

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

One (1) New Caterpillar Model #615 Wheel Tractor S/N 46201398

NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Reliable Contracting Co., Inc.

John F. Baldwin, Equip. Sup. (By)

(By) *John F. Baldwin*  
Standard Form Approved by N.C. Sec. of State and other states shown above.

Alban Tractor Co., Inc.

Secured Party(ies) [or Assignees]  
*William M. Wold*  
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)

(7) Filing Officer Copy - Numerical

1130

UCC-1

Mailed to Secured Party

BOOK 512 PAGE 64

267510

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): Reliable Contracting Co., Inc. <del>XXXXXXX</del> 1 Church View Drive Millersville, MD 21108 M-31266-1	(2) Secured Party(ies) (Name(s) and Address(es)): Alban Tractor Co., Inc. P.O. Box 9595 Baltimore, MD 21237	RECORD FEE 11.00 POSTAGE .50 NOTES CHARGES TOTAL \$11.50 MAY 11 87 T.B.
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered. (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):	

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

One (1) New Catapillar Model #615 Wheel Tractor S/N 46Z01394

NOT SUBJECT TO RECORDATION TAX (AA Co)

Products of the Collateral Are Also Covered.

(6) Signatures Debtor(s) Reliable Contracting Co., Inc. John F. Baldwin, Equip. Sup. (By) <i>John F. Baldwin</i> Standard Form Approved by N.C. Sec. of State and other states shown above.	Secured Party(ies) [or Assignees] Alban Tractor Co., Inc. (By) <i>Michael Miller</i> Signature of Secured Party Permitted in Lieu of Debtor's Signature (1) Collateral is subject to Security Interest in Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)
---	---

(1) Filing Officer Copy - Numerical 1130

UCC-1

Mailed to Secured Party

BOOK 512 PAGE 65

267511

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):  
F. P. Asher & Sons, Inc.  
1861 Crownsville Road  
Annapolis, MD 21401  
M-31202-1

(2) Secured Party(ies) (Name(s) and Address(es)):  
Alban Tractor Co., Inc.  
P.O. Box 9595  
Baltimore, MD 21237

(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 2(a) or block 2 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):

For Filing Officer

RECORD FEE 11.00  
POSTAGE .50  
NOTICE DTT 201 707201  
MAY 11 27

T.B.

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

One (1) Used Caterpillar Model #D5BLGP Track Type Tractor S/N 46X392  
NOT SUBJECT TO RECORDATION TAX (A.A.Co)

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

F. P. Asher & Sons, Inc.

(By)

Standard Form Approved by U.C. Sec. of State and other states shown above.

(3) Filing Office Copy - Numerical

1130

Secured Party(ies) [or Assignees]

Alban Tractor Co., Inc.

(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)

UCC-1

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UC01

BOOK 512 PAGE 05  
Identifying File No. 267512

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. \$ none

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

This financing statement Dated April 21, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EARL B. WALKER T/A AMERICAN RAILROAD REPAIR AND INSTALLATION CO.

Address 205 N Street N.E. Glen Burnie, MD. 21061

2. SECURED PARTY

Name INGERSOLL-RAND COMPANY

Address 5681 Main St., Elkridge, MD. 21227

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

3. Maturity date of obligation (if any)

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

1 - Ingersoll-Rand PL60WJD Air Compressor SN 150064 and all attachments and accessories thereto.

Name and address of Assignee

RECORDING FEE 12.00  
POSTAGE .05  
POSTAGE .45  
MAY 11 1987

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

EARL B. WALKER T/A AMERICAN RAILROAD REPAIR AND INSTALLATION CO.

(Signature of Debtor)

Earl B. Walker

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

INGERSOLL-RAND COMPANY

Bradley W. Berger

(Signature of Secured Party)

Bradley W. Berger, Office Mgr.

Type or Print Above Signature on Above Line

12-50

T.B.

FINANCING STATEMENT FORM UCC-1 5/76

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

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

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

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

This financing statement dated 4/16/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Horne Chiropractic Center, P.A.  
Address 4135 A Mountain Rd. - Pasadena, Md. 21122

2. SECURED PARTY

Name Alan G. Day, Corp.  
Address P.O. Box 103 - Kutherville, Md. 21093

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

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

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

1 Intelid 700 - Combination High Volt Stimulator  
and Ultrasound - Serial # 6527  
1 - #359 Stand

RECORD FEE 11.00  
POSTAGE .50  
MAY 11 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)

HORNE CHIROPRACTIC CENTER, P.A.  
(Corporate or Trade Name)

Eric S. Horne, D.O.  
(Signature of Debtor)

DR. ERIC S. HORNE  
Type or Print Signature

(Signature of Debtor)

Type or Print Signature

Alan G. Day  
(Signature of Secured Party)

ALAN G. DAY, CORP.  
Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

Mailed to Secured Party

11 80

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254258

RECORDED IN LIBER 478 FOLIO 570 ON 10-18-84 (DATE)

1. DEBTOR

Name Len-Dot Excav. Co. Inc.

Address P.O. Box 20 Tracy's Landing MD 20779

2. SECURED PARTY

Name J I Case Credit Corp.

Address 290 ~~XXXXXXXXXX~~ Elwood Davis Rd. Liverpool, NY 13088

5790 Widewaters Parkway Dewitt, NY 13214

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

RECORD FEE 10.00  
POSTAGE .50  
910732 5771 601 1074.03

MAY 11 87  
WU

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

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:   
(Indicate whether amendment, termination, etc.)

Termination

Anne Arundel  
5744

Mailed to Secured Party

Dated April 16, 1987

J I Case Credit Corp.

(Signature of Secured Party)

[Signature] Fin. Mgr.  
Type or Print Above Name on Above Line

10.50

STATE OF MARYLAND

BOOK 512 PAGE 89

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 242270  
RECORDED IN LIBER 449 FOLIO 59 ON 4-23-82 (DATE)

1. DEBTOR

Name John D. Magnolia - Joseph M. & Joseph J. Magnolia  
Address 845 Holly Drive Annapolis, MD 21401

2. SECURED PARTY

Name J I Case Credit Corp.  
Address 290 WINDWOOD Davis Rd. Liverpool, NY 13088  
5790 Widewaters parkway Dewitt, NY 13214  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><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>Anne aRundel 3882</p>	

RECORD FEE 10.00  
POSTAGE .50  
#10733 DTI RM 107:04  
MAY 11 87  
WU

Mailed to Secured Party

Dated April 16, 1987

J I Case Credit Corp.  
(Signature of Secured Party)  
Fin. Mgr.  
Type or Print Above Name on Above Line

10.50

Filed with Anne Arundel Co.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 512 PAGE 70  
Identifying File No. 267515

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

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

NOT SUBJECT TO RECORDATION TAX - Lease

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 Reds Dove Inc.

Address 2729 Solomons Rd, Edgewater MD 21037

2. SECURED PARTY

Name Alban Tractor Co. Inc.

Address 8531 Pulaski Hwy, Baltimore MD 21237

RECORD FEE 11.00  
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned 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 Caterpillar D6H Track-Type Tractor  
S/N 4RC01105

Name and address of Assignee

NOTES 0770 01 107:05  
MAY 11 87

TB

and substitutions, replacements, additions and accessions thereto, now owned or hereafter acquired and proceeds thereof.

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 ~~PROPERTY~~ are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Reds Dove Inc.

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

Title: *Pres.*

James O. Steinberg, Pres.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mail to Secured Party

Alban Tractor Co. Inc.

*[Signature]*  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11-50

BOOK 512 PAGE 71

267516

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) CHEMETALS SALES CORPORATION 7310 RITCHIE HIGHWAY GLEN BURNIE, MARYLAND 21061	2 Secured Party(ies) and address(es) GENERALE BANK NEW YORK BRANCH 12 E. 49th STREET NEW YORK, N.Y. 10017	3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50 NOTES FOR 107207 11 11 87 T.B.  7658
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4 This financing statement covers the following type(s) for item(s) of property:

All inventory now or hereafter acquired by debtor and products and proceeds thereof; All accounts, instruments, chattel paper, contract rights and accounts receivable of debtor now or hereafter in existence and all proceeds thereof and all returned or repossessed goods arising from or relating to any said accounts or rights; All general intangibles of debtor, now owned or hereafter acquired.

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

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

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

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

Filed with ANNE ARUNDEL COUNTY

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

By [Signature] VP Pres. Title  
Signature(s) of Debtor(s)

By [Signature] MARTINE HOOKER Title  
Signature(s) of Secured Parties

STANDARD FORM - FORM UCC-1.

Mailed to [unclear]

BOOK 512 PAGE 72

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 821-7 12, 1979

This Statement is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.  
This Statement refers to original Financing Statement, Identifying File No. I.O. 240431 recorded in  
Liber 443 Folio 593 on Nov. 12, 1981 (Date).

1. DEBTOR(S):  
 Name(s) Stephen W. Hedrick & Shelby L. Vowles  
 Address(es) Route 468, West River, MD 20881 (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  
210740 CITY OF BALTIMORE  
MAY 11 87  
we

9. SIGNATURES.

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

SECURED PARTY

First Pennsylvania Bank N.A.  
By *John K. Price*  
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.

115/90

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 Fentress, William L., MD DDS
Address 575 Baltimore Annapolis Blvd. Severna Park, MD 21146

2. SECURED PARTY

Name Macrolease International Corp.
Address 50 Jericho Trpk. Jericho, NY 11753

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

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

One (1) DS/200 Video Micro System-Nk with 12" PV Monitor S/N:145168 plus all parts, attachments and accessories thereto.

Name and address of Assignee
RECORD FEE 11.00
MAY 11 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

(Signature of Debtor)

Fentress, William L., MD DDS
Type or Print Above Name on Above Line

(Signature of Debtor)

Macrolease International Corp.
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

1170

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 512 PAGE 7A  
Identifying File No. 267519

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2,335.33

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

This financing statement Dated 4-2-77 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LILLIAN M. LEIGHTY

Address 17 HARVARD RD

RECORD FEE 11.00  
RECORD TAX 17.50  
MORTGAGE .50

2. SECURED PARTY

Name FCSI FINANCIAL SVCS

Address 2 WALKER DR GLEN BURNES MD 21041

210771 CTR 801 107-25  
MAY 11 87

T.B.

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

3. Maturity date of obligation (if any) 4-2-77

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

- CAMERA EQUIPMENT
- JEWELRY
- STEREO EQUIPMENT
- CASSETTE PLAYERS

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)

*Lillian M. Leighty*  
(Signature of Debtor)

LILLIAN M. LEIGHTY  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

*Harry Z. Borland*  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11- 17.50 - 50

STATE OF MARYLAND  
 FINANCING STATEMENT FORM UCC-1

800A 512 PAGE 75  
 Identifying File No. 267520

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1975.20

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

This financing statement Dated 4/14/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name James E. Collins  
 Address 203 D Street Glen Burnie, MD 21061

RECORD FEE 12.00  
 RECORD TAX 14.00  
 POSTAGE .50  
 11077E 0711 601 107:26  
 MAY 11 87

2. SECURED PARTY

Name Avco Financial Services  
 Address P.O. Box 997 Glen Burnie MD 21061

T.B.

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

3. Maturity date of obligation (if any) 4/15/90

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

- Bike
- Radio
- Stereo equipment
- Receiver
- Speakers (2)
- Televisions (2)
- 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)

Mailed to Secured Party

James Collins  
 (Signature of Debtor)

James Collins  
 Type or Print Above Name on Above Line

Val Collins  
 (Signature of Debtor)

Valerie Collins  
 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 14

40

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 512 PAGE 76  
Identifying File No. 267521

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 100.00

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

This financing statement dated 04-11-97 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ROBERT L WILT & JOEL HALL

Address 409 BLEN RD #2 A-2 TOWN BIRDS MD 21001

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address 700 BAYVIEW BLVD BALTIMORE MD 21201

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

3. Maturity date of obligation (if any) 1-1-00

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

Name and address of Assignee

RECORD FEE 12.00  
RECORD TAX 24.00  
POSTAGE .50  
410773 CITT RM 107-27  
MAY 11 97

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)

Mailed to Secured Party

Robert L Wilt  
(Signature of Debtor)

ROBERT L WILT  
Type or Print Above Name on Above Line

Joel Hall  
(Signature of Debtor)

JOEL HALL  
Type or Print Above Signature on Above Line

Joyce M. Raley  
(Signature of Secured Party)  
AVCO Financial Services  
Type or Print Above Signature on Above Line

12 24.00 50

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 512 PAGE 77  
Identifying File No. 267522

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 255.31

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

This financing statement Dated 4-13-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LARRY D BATES  
Address 2007 H 2ND AVE NW FT WASHINGTON MD 20725

2. SECURED PARTY

Name ALSO FINANCIAL SERVICES  
Address P O BOX 110 GLEN MOUNTAIN MD 21031

RECORD FEE 11.00  
RECORD TAX 24.50  
POSTAGE .50  
#30774 677 801 107:27  
MAY 11 87

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

3. Maturity date of obligation (if any) 4-13-87

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

TELESCOP  
SPG PRIM  
LWN MWR  
HM COMP  
VCR  
DRILLS

Name and address of Assuree

CHECK  THE LINES WHICH APPLY

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

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

*Larry D Bates*  
(Signature of Debtor)

LARRY D BATES  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Mary K Bryant*  
(Signature of Secured Party)

MARY K BRYANT  
Type or Print Above Signature on Above Line

11 - 24.50 - .50

STATE OF MARYLAND  
**FINANCING STATEMENT** FORM UCC-1

512 267523  
 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. \$ 177.50

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

This financing statement Dated 05-11-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ALFRED SELLTON  
 Address 112 P. WOOD ST BALTIMORE MD 21244

2. SECURED PARTY

Name WCC FINANCIAL SVS  
 Address PO BOX 100 FLEMING MD 21031

RECORD FEE 11.00  
 RECORD TAX 17.50  
 POSTAGE .50  
 #10775 CTT 801 107:28  
 MAY 11 87

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

3. Maturity date of obligation (if any) 5-11-87

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

~~ALL HIGH, ANTIQUE, STATION, BUSES, BUS TRAILERS AND ALL OTHER PERSONAL PROPERTY, RADIO, STEREO EQUIP, APPLIANCES, FURNITURE, TV, VCR, ETC.~~

CAM EQP  
 FISH EQP  
 TV  
 VCR  
 HD TLS

CHECK  THE LINES WHICH APPLY

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

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

Alfred Sellton  
 (Signature of Debtor)

ALFRED SELLTON  
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mary K. Bryant  
 (Signature of Secured Party)

MARY K. BRYANT  
 Type or Print Above Signature on Above Line

177.50 .50

STATE OF MARYLAND

500 512 JUNE 79

FINANCING STATEMENT FORM UCC-1

Identifying File No. 267524

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$1252.51

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

This financing statement Dated 4-2-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BARBARA F DRAUGHAN
Address 5140 SW BK 2307 RD MD FT BELLEVILLE MD 20745

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address P O BOX 417 GLEN BURIE MD 21041

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

3. Maturity date of obligation (if any)

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

- Auto Machine
Bike
Cam Equip
Lensee
Exce Equip
Jewel
Radio
STEREO Equip
Cassette

- REC.
SPKR,
Turtble
TV.
VCR

Name and address of Notary Public
RECORD FEE 11.00
RECORD TAX 24.50
POSTAGE .50
MAY 11 1987
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)

Mailed to Secured Party

Barbara F Draughan
(Signature of Debtor)

BARBARA F DRAUGHAN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mark K Bryant
(Signature of Secured Party)

MARK K BRYANT
Type or Print Above Signature on Above Line

Handwritten numbers: 11, 2450, 50

STATE OF MARYLAND

BOOK 512 PAGE 80

FINANCING STATEMENT FORM UCC-1

Identifying File 867525

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3160.62

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

This financing statement Dated 04-22-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name KENNETH S ROWE & KIMBERLY ROWE

Address 1311 CARRARD ST ANNAPOLIS MD 21401

2. SECURED PARTY

Name ALSO FINANCIAL SERVICES

Address P O BOX 337 GLEN BURNIE MD 21051

RECORD FEE 12.00  
RECORD TAX 24.50  
POSTAGE .50  
MAY 11 87  
T.B.

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

3. Maturity date of obligation (if any) 4-3-88

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

Firearms  
Jewelry  
Saddle

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)

Mailed to Secured Party

*Kenneth S Rowe*  
(Signature of Debtor)

KENNETH S ROWE  
Type or Print Above Name on Above Line

*Kimberly S Rowe*  
(Signature of Debtor)

KIMBERLY ROWE  
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

18 247 50

STATE OF MARYLAND  
 FINANCING STATEMENT FORM UCC-1

BOOK 512 PAGE 81  
 Identifying File No. 267526

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2122.04

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

This financing statement Dated 4-2-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DAVID G HUBBARDSON  
 Address 121 BERDEN AV BALTO MD 21225

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES  
 Address P O BOX 117 ELER BARNES MD 21151

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

3. Maturity date of obligation (if any) 4-17-88

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

Name and address of Assessor  
 RECORDY FEE 11.00  
 RECORD TAX 17.50  
 POSTAGE .50  
 #10718 CTTT 201 107:30  
 MAY 11 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)

(Signature of Debtor)  
*David G Hubbardson*  
 DAVID G HUBBARDSON  
 Type or Print Above Name on Above Line  
 (Signature of Debtor)  
 Type or Print Above Signature on Above Line

(Signature of Secured Party)  
*Joyce M. Raley*  
 Type or Print Above Signature on Above Line

11-1780 50

STATE OF MARYLAND  
 FINANCING STATEMENT FORM UCC-1

BOOK 512 PAGE 82  
 Identifying File No. 267527

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1012.55

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

This financing statement Dated 4-1-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ROBERT L & DONNA TAYLOR  
 Address 214 S PADDOCKHILL CT WILDERVILLE, MD 21101

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES  
 Address 2700 BIRCH HILL BLVD BOONIE, MD 21011

RECORD FEE 12.00  
 RECORD TAX 24.50  
 POSTAGE .50  
 TOTAL 37.00  
 MAY 11 87

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

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

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

10 Pictures Radio  
 Cam Equip Spts. Equip  
 Exec Equip RECEIV.  
 Wd Exec SPKRS  
 Lawn Mower TURN TABLE  
 Garden TIS TV.  
 Jewels. Hd. TOOLS. DRL Press

Name and address of Assignee

CHECK THE LINES WHICH APPLY

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

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

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

Mailed to Secured Party

*Robert L Taylor*  
 (Signature of Debtor)

ROBERT L TAYLOR  
 Type or Print Above Name on Above Line

*Donna Taylor*  
 (Signature of Debtor)

DONNA TAYLOR  
 Type or Print Above Signature on Above Line

*Jayne Kaley*  
 (Signature of Secured Party)

AVCO Financial Services  
 Type or Print Above Signature on Above Line

10 240 50



267529

BOOK 512 PAGE 84

FINANCING STATEMENT

Amount due \$8,488.00  
Not subject to recordation tax  
\$ 64.50 Auto Tax  
County Clerk's Office

1. Name of Debtor(s): Performance Autos, Inc.  
Address: P.O. Box 341  
Annapolis, Md. 21403-0341

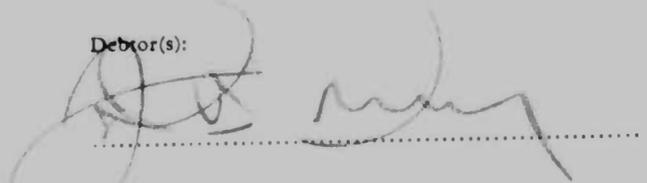
2. Name of Secured Party: THE ANNEPOLIS BANK AND TRUST CO.  
Address: P.O. Box 341  
Annapolis, Md. 21403-0341

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

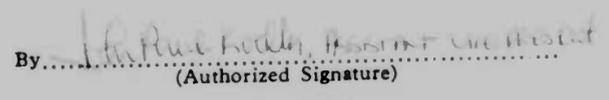
RECORD FEE 11.00  
RECORD TAX 623.00  
POSTAGE .50  
MAY 11 1987

4. This Financing Statement covers the following types (or items) of property:  
1. 6105 SW 4th Street, Silver Spring, Md. 20901-1501  
1987 Ford Taurus 2.0L 4-Cyl. 110,000 Miles

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

Debtor(s):  
  
John K. Crommer, President  
Performance Autos, Inc.

Secured Party:  
THE ANNEPOLIS BANK AND TRUST CO.  
(Type Name of Dealership)

By:   
(Authorized Signature)  
John Paul Kochler, Mgr.  
(Type Name and Title)  
Mailed to Secured Party

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

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

11 -  
623 -  
50

267530

BOOK 512 PAGE 85

FINANCING STATEMENT

THANKS FOR \$4,000 CBSE paid  
Not subject to recordation tax  
TO BE RECORDED IN LAND RECORDS  
FILED

1. Name of Debtor(s): CHERYL L STEWART  
Address: 1301 DOWLING ROAD  
DUNDORVILLE, MD 21035

2. Name of Secured Party: THE ANNAPOLIS BANKING AND TRUST CO  
Address: P O BOX 311  
ANNAPOLIS, MARYLAND 21403

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

RECORD FEE 11.00  
RECORD TAX 28.00  
POSTAGE .50

110787 077801 107436  
MAY 11 1987

T.B.

4. This Financing Statement covers the following types (or items) of property:  
1977 PS 250, MAKE 503 W 12" TMD DISC 107-0187 (Serial Number)  
1977 PRIMO 00017-67 (Serial Number)  
FX 256 0901-5437 (Serial Number)

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

Debtor(s):  
Cheryl L. Stewart  
.....  
Cheryl L. Stewart  
.....  
.....

Secured Party:  
THE ANNAPOLIS BANKING AND TRUST CO  
.....  
(Type Name of Dealership)

By: John Paul Koehler  
.....  
(Authorized Signature)  
John Paul Koehler, 1955, Vice President  
.....  
(Type Name and Title)

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

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

11 28 80

Mailed to Secured Party

267531

BOOK 512 PAGE 86

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)

RECORDATION FEE 11.00  
POSTAGE .50

DEBTOR

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Bordann & Krieger, P.A.  
 (Name)  
606 Hammonds Lane  
 (Address)  
Baltimore, Maryland 21225

Attn: Gail Wickafosse  
 (Name of Loan Officer)  
19 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

(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)

DEBTOR (OR ASSIGNOR)

Bordann & Krieger, P.A. (Seal)  
 By: [Signature] (Seal)  
 (Signature)  
Dr. Benjamin Bordann, President  
 (Print or Type Name)

\_\_\_\_\_  
 (Seal)  
 \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Print or Type Name)

Mailed to Secured Party



FINANCING STATEMENT

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

5. Debtor(s) Name(s) Address(es)  
 Jenkins Marine Motor Sales, Inc. 7328 Ritchie Highway  
 T/A: Boatland and/or Jenkins Boatland Glen Burnie, Maryland 21061

6. Secured Party Address P.O. Box 1661  
 PROVIDENT BANK OF MARYLAND Baltimore, MD 21203 1661  
 Attention: Thomas D. O'Brien

RECORD FEE 13.00  
 POSTAGE .50  
 MAY 11 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. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

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

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

Debtors Jenkins Marine Motor Sales, Inc.  
 By: [Signature] (Seal) \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

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

*[Handwritten initials]*

SCHEDULE A

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
BARETTA	Success	NMHP236500787
BARETTA	SUCCESS	NMHP 236160787

6000 512 PAGE 88

Mailed to Record Party

above.

130

267533

BOOK 512 PAGE 59

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records, A.A. County
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 22,222.77. 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)  
 Jenkins Marine Motor Sales, Inc. 7328 Ritchie Highway  
 T/A: Boatland and/or Jenkins Boatland Glen Burnie, Maryland 21061

6. Secured Party Address  
 PROVIDENT BANK OF MARYLAND P.O. Box 1661  
 Attention: Thomas D. O'Brien Baltimore, MD 21203 1661

RECORD FEE 13.00  
 POSTAGE .50  
 STAMP 07/17/91 705:00  
 MAY 11 91  
 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. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

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

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

Debtors Jenkins Marine Motor Sales, Inc.  
 By: John H. [Signature] (Seal) \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

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

132

SCHEDULE A

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
Beretta	Supersport cc	X.MHP.231350.787
Beretta	Supersport cc	X.MHP.236450.787
Beretta	Success cc	X.MHP.235510.787

Mailed to secured party



267534

BOOK 512 PAGE 91

FINANCING STATEMENT

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

5. Debtor(s) Name(s) Address(es)  
 Jenkins Marine Motor Sales, Inc. 7328 Ritchie Highway  
 T/A: Boatland and/or Jenkins Boatland Glen Burnie, Maryland 21061

6. Secured Party Address P.O. Box 1661  
 PROVIDENT BANK OF MARYLAND Baltimore, MD 21203 1661  
 Attention: Thomas D. O'Brien

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, acquired, given as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

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

9.  All or a portion of the property described above is affixed or 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 Jenkins Marine Motor Sales, Inc.  
 By: [Signature] (Seal) \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

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

RECORD FEE 13.00  
 POSTAGE 3.00  
 TOTAL 16.00  
 MAY 11 87  
 T.B.

1250

BOOK 512 PAGE 92

SCHEDULE A

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
Boratta	Supersound	MHP 236820787
Boratta	Special OB	MHP 236860787
Boratta	Successor	MHP 236870787
Boratta	Successor OB	MHP 236880787

28910.50

Mailed to Secured Party

BOOK 512 PAGE 93

FINANCING STATEMENT

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

6. Debtor(s) Name(s) Address(es)  
 Jenkins Marine Motor Sales, Inc. 7328 Ritchie Highway  
 T/A: Boatland and/or Jenkins Boatland Glen Burnie, Maryland 21061

8. Secured Party Address P.O. Box 1661  
 PROVIDENT BANK OF MARYLAND Baltimore, MD 21203 1661  
 Attention: Thomas D. O'Brien

RECORD FEE 13.00  
 MESSAGE .50  
 MAY 11 10:01  
 MAY 11 87

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

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

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

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

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

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

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

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

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

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

Debtor Jenkins Marine Motor Sales, Inc.  
 By: [Signature] (Seal) \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

Mr. Clerk: Please return to PROVIDENT BANK OF MARYLAND to the officer and at the address set forth in paragraph 8 above.

*[Handwritten initials/signature]*

T.B.

SCHEDULE A

BOOK 512 PAGE 94

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
Baretti	Special	MHP 236590787
Baretti	Supersport	MHP 236580787
Baretti	Supersport	MHP 236630787
Baretti	Supersport	MHP 236700787

Waffed to Secured Party

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax. **FILED ONLY TO PUBLICIZE A LEASE OF INVENTORY AND NOT TO CREATE A SECURITY INTEREST.** 512 95 267536
- 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 Street  
Annapolis, MD 21401

6. Secured Party / Lessor Address  
 Diversified Leasing, Inc. 2024 West Street  
Annapolis, Maryland 21401  
 Attention: Margaret A. Braccone  
(Type name & Title)

RECORD FEE 11.00  
 POSTAGE .50  
 11/11/87  
 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. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

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

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

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

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

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

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

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be 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)  
 \_\_\_\_\_ (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.  
 2-3300 (2.85)

11/20

BOOK 512 PAGE 157

SCHEDULE A  
DIVERSIFIED COMMUNICATIONS, INC.  
LEASE #6165

Carcom (Novatel)            25    TOTAL

Mailed to Secured Party

FINANCING STATEMENT

BOOK 512 PAGE 47  
267537

- 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 Street  
 Annapolis, MD 21401

6. Secured Party / Lessor Address  
 Diversified Leasing, Inc. 2024 West Street  
 Attention: Margaret A. Braccone Annapolis, Maryland 21401  
 (Type name & Title)

RECORD FEE 11.00  
 POSTAGE .50  
 210824 CITI 001 708114  
 MAY 11 37  
 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. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

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

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be 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.  
 Debtor:  
 \_\_\_\_\_ (Seal)  
 Leslie H. Weiss, Vice President \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association at Annapolis to the officer and at the address set forth in paragraph 6 above.  
 2-2822 (2-85)

11/30

BOOK 512 PAGE 12

SCHEDULE A  
DIVERSIFIED COMMUNICATIONS, INC.  
LEASE #6164

NEC America	4
Carcom (Novatel)	100
TOTAL	<u>104</u> phones

Mailed to Secured Party

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax. **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:

512 267538

5. Debtor(s) Name(s) / Lessee Address(es)  
 Diversified Communications, Inc. 2024 West Street  
 Annapolis, MD 21401

6. Secured Party / Lessor Address  
 Diversified Leasing, Inc. 2024 West Street  
 Annapolis, Maryland 21401  
 Attention: Margaret A. Bracone  
 (Type name & Title)

RECORD FEE 11.00  
 POSTAGE .50  
 MAY 11 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. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

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

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

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

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

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

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

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be 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  
 \_\_\_\_\_ (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.  
 2-0300 (3-85)

1/50

512 100

SCHEDULE A  
DIVERSIFIED COMMUNICATIONS, INC.  
LEASE #6163

Carcom (Novatel)	70
NEC America	13
TOTAL	<u>83</u> phones

Mailed to Secured Party

FINANCING STATEMENT

512 101

267539

- 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 Street  
 Annapolis, MD 21401

RECORD FEE 11.00  
 POSTAGE .50  
 M10026 CMT P01 T09115  
 MAY 11 87

6. Secured Party / Lessor Address 2024 West Street  
 Diversified Leasing, Inc. Annapolis, Maryland 21401  
 Attention: Margaret A. Braccone  
 (Type name & Title)

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

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

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

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

Diversified Communications, Inc.  
 Debtors  
 \_\_\_\_\_ (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.  
 9-3320 (3/85)

11.80

BOOK 512 P. 102

SCHEDULE A  
DIVERSIFIED COMMUNICATIONS, INC.  
LEASE 6162

Carcom (Novatel)	100
Panasonic	12
NEC America	15
TOTAL	<u>127</u> phones

Mailed to Secured Party

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax. **FILED ONLY TO PUBLICIZE A LEASE OF INVENTORY AND NOT TO CREATE A SECURITY INTEREST.** 267540
- 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 Street  
Annapolis, MD 21401

6. Secured Party / Lessor Address  
 Diversified Leasing, Inc. 2024 West Street  
Annapolis, Maryland 21401  
 Attention: Marcel A. Braccone  
 (Type name & Title)

RECORD FEE 11.00  
 POSTAGE .50  
 410827 017 511 709 15  
 MAY 11 87  
 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. 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  
 \_\_\_\_\_ (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 8 above.  
 2-3333 (3-85)

1150

BOOK 512 PAGE 104

SCHEDULE A  
DIVERSIFIED COMMUNICATIONS, INC.  
LEASE #6166

Carcom (Novatel)

30 Total phones

Mailed to Second Party

FINANCING STATEMENT

1.  To be recorded in the Land Records.
2.  To be recorded among the Financing Statement Records.
3.  Not subject to Recordation Tax. **FILED ONLY TO PUBLICIZE A LEASE OF INVENTORY AND NOT TO CREATE A SECURITY INTEREST.** **267541**
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:

BOOK 512 PAGE 105

5. Debtor(s) Name(s) / Lessee Address(es)  
 DIVERSIFIED COMMUNICATIONS, INC. 2024 West Street  
 Annapolis, MD 21401

RECORD FEE 11.00  
 POSTAGE .50  
 810828 CITI 109-16  
 MAY 11 87  
 T.B.

6. Secured Party / Lessor Address  
 Diversified Leasing, Inc. 2024 West Street  
 Annapolis, Maryland 21401  
 Attention: Margaret A. Braccone  
 (Type name & Title)

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

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

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

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crossed 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  
 \_\_\_\_\_ (Seal)  
 Leslie H. Weiss, Vice President \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (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.  
 2-3300 (2-85)

1150

512-100

SCHEDULE A  
DIVERSIFIED COMMUNICATIONS, INC.  
LEASE #6167

Carcom (Novatel)

75 Total phones

Mailed to Secured Party

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax. **FILED ONLY TO PUBLICIZE A LEASE OF INVENTORY AND NOT CREATE A SECURITY INTEREST.** **267542**
- 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:

BOOK 512 PAGE 107

5. Debtor(s) Name(s) / Lessee

Address(es)

Crescent Financial Inc.

PO Box 6609  
1623 Forest Drive, #201  
Annapolis, MD 21401

RECORDED FILE 11.00  
POSTAGE 1.50  
MAY 11 1987  
T.B.

6. Secured Party / Lessor

Address

Diversified Leasing, Inc.  
Attention: Margaret A. Bracone

2024 West Street  
Annapolis, Maryland 21401

(Type name & Title)

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

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

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

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

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

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

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

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

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

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

Crescent Financial Inc.

Debtors

Susan S. Mills (Seal)

Susan S. Mills, President

\_\_\_\_\_ (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.

1150

SCHEDULE A  
CRESCENT FINANCIAL INC.  
LEASE #6154

Cumberland Software, Inc.

Document preparation module-Mobile home loans  
check disbursement/ledger module  
FASPORT report generator

Mailed to Secured Party

RECORDATION TAX PAID TO MD. STATE DEPARTMENT OF ASSESSMENT AND TAXATION IN THE PRINCIPAL AMOUNT OF \$145,000.00 . i/a/o \$78.50 8/6/86

BOOK 512 PAGE 109

267543

NOT SUBJECT TO RECORDATION TAX  
FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
  - 2.  To Be Recorded among the Financing 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 \_\_\_\_\_

RECORDATION FEE 11.00  
POSTAGE .50  
MAY 11 1987  
T.B.

5. Debtor(s) Name(s) \_\_\_\_\_ Address(es) \_\_\_\_\_  
 PEI FOODS OF NORTH CAROLINA, INC. Southgate Shopping Center 3213 Brinkley Road  
 6630 Baltimore National Pike 337 Hospital Drive, Store H Temple Hills, MD  
 Baltimore, Maryland 21228 Glen Burnie, Maryland 21061 21748

6. Secured Party: Maryland National Bank Address Department LDRU  
 Post Office Box 987, Mailstop 022801  
 Attention: R. Riley Baltimore, Maryland 21203

(Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

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

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

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

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

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

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

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

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

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

Debtor: PEI FOODS OF NORTH CAROLINA, INC. Secured Party, Maryland National Bank

By: Edward E. Issacs (Seal)  
Type name and title, if any

By: Edward E. Issacs, President (Seal)  
Type name and title, if any

By: Leo Pickens (Seal)  
Type name and title

By: Commercial Banking Officer  
Type name and title

MARYLAND NATIONAL BANK

207-95 REV 1/86

Handwritten initials/signature

3353307-9002

512 110 267544

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

Sch. 05

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 LIST.

RECORD FEE 11.00  
POSTAGE .50  
410835 CIV 801 708220  
MAY 11 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.

[Signature]  
(Signature of Debtor)

[Signature]  
Type or Print Above Signature on Above Line

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

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

TRANS-AMERICAN LEASING CORPORATION

[Signature]  
(Signature of Secured Party)

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

Filed with Anne Arundel County.

11/50

512 111

TIDEWATER RENTAL CENTER, INC.

SCHEDULE 05

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	GP-25 2500 watts 120 volts 1 ph 60 cy gillette alternator set driven by B&S 5 HP heavy duty I/C engine
1 (one)	GP-42 4250 watts 120/240V 1 ph 60 hz gillette alternator set driven by B&S 8 HP heavy duty I/C engine 5 gallon fuel tank installed.
1 (one)	Ice Caddy holds 225 lbs.
1 (one)	Tile Cutter Model 79
1 (one)	2" Diaph. pump 80252 Model 5202W 8X1.75 Tires
2 (two)	367-H "Hollywood" 3-gallon beverage fountain w/24K gold trim
1 (one)	775 Masonry drill stand-electric w/holddown kit MDS 780 w/gast pump, black & decker 748-18AMP MIR ASSY., electrical housing assy 110 volts, 7/8-14 HEX HD CAPSCR 4" 700 series, 1/4-28 SKT HD CAPSCR 1-1/4 LG-B&D
1 (one)	Chipping Hammer 3" X 15" X 68"
1 (one)	T875 BIW TG 115/60/1 Tile saw 1045
1 (one)	ACRY Tray pat w/std DRA
1 (one)	Sneeze guard for med unit
1 (one)	Item #00013H 650 PM 8BS ARA 0771056
2 (two)	10" PRO Edger, 3HP B&S IC
1 (one)	Portable Air compressor S/N A022687251
12 (twelve)	EXB11 Screw in 11" base
12 (twelve)	EXB15 Screw in 15" base
22 (twenty-two)	EXTD7 7-12' Tele Drape Support
12 (twelve)	EXU8 8' Screw in upright
12 (twelve)	EXU3 3' Screw in upright
40 (forty)	GFD8BLUE 8' Drape Royal Blue
48 (forty-eight)	GFD3BLUE 3' Drape Royal Blue
1 (one)	Ice Cream cart w/bicycle wheels, single door, red & white stripes, and umbrella

TIDEWATER RENTAL CENTER, INC.

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]

BY: [Signature]

TITLE: [Signature]

TITLE: [Signature]

A.A. County

**STATEMENT OF**

Continuation  Termination  Assignment  Partial Release

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

<input type="checkbox"/> Land	Liber	499	Folio	386	File No.	262553
<input checked="" type="checkbox"/> Financing Statement						
						Filing Date of Financing Statement (If Any) 6-26-86

NAME	ADDRESS		
1. Debtor(s)	No.	Street	City State
Autorama Sales, Inc. T/A Feltman Power Boats		P.O. Box 309,	Davidsonville, Maryland 21035

2. Secured Party (or assignee)  
First American Bank of Maryland, 8701 Georgia Avenue, Silver Spring, Maryland 20910.

RECORD FEE 10.00  
POSTAGE .50  
STORAGE CHG 100.00

CHECK  THE LINES WHICH APPLY

3.  A. Continuation. The above described Financing Statement is still effective and should be continued in accordance with the Code.
- B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the above described Financing Statement.
- C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the above described Financing Statement in the property listed below:

MAY 11 1987  
we

D. Partial Release. The Secured Party releases from the collateral described in the above Financing Statement, the property hereinafter described:

Dated: April 16, 1987 19    

Secured Party:  
First American Bank of Maryland

By: Dennis F. Peters, Jr.  
Type Name Dennis F. Peters, Jr.  
Title Vice President

Mr. Clerk: After recordation, please mail this statement to:  
First American Bank of Maryland, 8701 Georgia Avenue, Silver Spring, Maryland 20910.

10 80



Not to be recorded  
in the Land Records

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

267546

\$550,000.00

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

FINANCING STATEMENT

1. Debtor: Address:  
FREDERICK G. WILLIAMS 7500 Greenway Center Drive  
Suite 1600  
Greenbelt, Maryland 20770
2. Secured Party: Address:  
SOVRAN BANK/MARYLAND 6610 Rockledge Drive  
Bethesda, Maryland 20817
3. Trustee: Address:  
DONALD S. GARDINER 6610 Rockledge Drive  
MARTHA A. NEUMEYER Bethesda, Maryland 20817
4. This Financing Statement covers:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any party thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, addition thereto and substitutions therefor, including without in any matter limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed, or not; and

6610 Rockledge Drive  
Bethesda, Maryland 20817

T.B.

1675  
1054  
670  
2102.50

11/10/70  
110

(b) Any annual crops planted or cultivated by the Debtor or those claiming under the Debtor now or hereafter located upon or about the premises hereinafter described; and

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

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

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

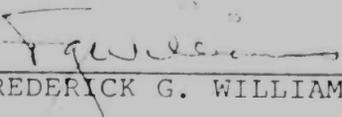
This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right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

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure in indebtedness owed by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on "EXHIBIT A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust hereinabove referenced.

Debtor:

  
 \_\_\_\_\_  
 FREDERICK G. WILLIAMS

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

Dana E. Tydings, Corporate Banking Officer  
 Sovran Bank/Maryland  
 6610 Rockledge Drive  
 Bethesda, Maryland 20817

Mail to Thomas Walkowitz

A.A. County  
**STATEMENT OF**

Continuation  Termination  Assignment  Partial Release

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

Record:	<input type="checkbox"/> Land	Liber	496	Folio	20	File No.	260836
	<input checked="" type="checkbox"/> Financing Statement						
		Filing Date of Financing Statement (If Any) 3-18-86					

NAME	ADDRESS		
	No.	Street	City State
1. Debtor(s) Autorama Sales, Inc. T/A Feltman Power Boats		P.O. Box 309 2820 Solomons Island Road	Edgewater, Maryland 21307

2. Secured Party (or assignee)  
First American Bank of Maryland, 8701 Georgia Avenue, Silver Spring, Maryland 20910.

CHECK  THE LINES WHICH APPLY

3.  A. Continuation. The above described Financing Statement is still effective and should be continued in accordance with the Code.
- B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the above described Financing Statement.
- C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the above described Financing Statement in the property listed below:

D. Partial Release. The Secured Party releases from the collateral described in the above Financing Statement, the property hereinafter described:

RECORD FEE 10.00  
POSTAGE .50  
BURST CITY #1 70842  
MAY 11 87

WC

Secured Party:

First American Bank of Maryland

Dated: April 16, 1987 19\_\_

By: Dennis F. Peters, Jr.

Type Name Dennis F. Peters, Jr.

Title Vice President

Mr. Clerk: After recordation, please mail this statement to:  
First American Bank of Maryland, 8701 Georgia Avenue, Silver Spring, Maryland 20910.

105A

Anne Arundel County  
**STATEMENT OF**

Continuation  Termination  Assignment  Partial Release

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

<input type="checkbox"/> Land	Liber <u>493</u>	Folio <u>74</u>	File No. <u>259733</u>
<input checked="" type="checkbox"/> Financing Statement			
Filing Date of Financing Statement (If Any) <u>Dec 24, 1985</u>			

NAME	ADDRESS
1. Debtor(s) Autorama Sales, Inc. T/A Feltman Power Boats	No. Street 2802 Solomons Island Road, City Edgewater, MD 21307 State

2. Secured Party (or assignee)  
First American Bank of Maryland, 8701 Georgia Avenue, Silver Spring, Maryland 20910.

CHECK  THE LINES WHICH APPLY

3.  A. Continuation. The above described Financing Statement is still effective and should be continued in accordance with the Code.
- B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the above described Financing Statement.
- C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the above described Financing Statement in the property listed below:

D. Partial Release. The Secured Party releases from the collateral described in the above Financing Statement, the property hereinafter described:

RECORD FEE 10.00  
POSTAGE .50  
#10328 DTN #01 708#42  
MAY 11 87  
we

Secured Party:  
First American Bank of Maryland

Dated: April 16, 1987 19  

By: Dennis F. Peters, Jr.

Type Name Dennis F. Peters, Jr.

Title Vice President

Mr. Clerk: After recordation, please mail this statement to:  
First American Bank of Maryland, 8701 Georgia Avenue, Silver Spring, Maryland 20910.

1050

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 512 PAGE 117  
Identifying File No. 262549

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 GRASS ROOTS, INC.  
Address 501 CENTRAL AVE. DAVIDSONVILLE, MD 21035

2. SECURED PARTY

Name KUBOTA CREDIT CORPORATION, USA  
SOUTHEAST DIVISION  
Address P.O. BOX 105598  
ATLANTA, GA 30348-5598

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)

1 NEW KUBOTA L2850DT8 TRACTOR, SER.#53696  
1 NEW KUBOTA L8411 REMOTE HYDRAULIC VALVE.

Name and address of Assessor  
RECORD FEE 11.00  
POSTAGE .54  
110391 0777 101 709 55  
MAY 11 97  
TB

Contract # 29820-810621

CHECK  THE LINES WHICH APPLY

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

\* Grass Roots Inc  
(Signature of Debtor)  
GRASS ROOTS, INC.

Type or Print Above Name on Above Line

\* David B Cook Pres  
(Signature of Debtor)

Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11.50

STATE OF MARYLAND

FINANCING STATEMENT FORM 3001

BOOK 512 PAGE 118  
Identifying File No. 267550

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

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

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

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

1. DEBTOR

Name JOHN H. GIDDINGS T/A COMMERCIAL LAWN

Address 457 RETFORD DRIVE SERVERNA PARK MARYLAND 21146

2. SECURED PARTY

Assignee of Secured Party

Name BALDWIN SERVICE CENTER INC.

KUBOTA CREDIT CORPORATION, USA

Address 41 DEFENSE HIGHWAY

4444 SHACKLEFORD RD.

ANNAPOLIS, MARYLAND 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) \_\_\_\_\_

RECORD FEE 12.00

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

POSTAGE .50

410894 DT77 RM1 T98-57

MAY 11 87

- 1 - NEW KUBOTA TRACTOR MN# L2550DT SN# 52962
- 1 - NEW KUBOTA LOADER BF400G 13656
- 1 - NEW WOODS MOWER M-5 85593
- 1 - NEW WOODS BLADE RB-5 1368

Name and address of Assignee  
T.B.

KUBOTA CONTRACT #  
13400-810890

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*John H. Giddings*  
(Signature of Debtor)

JOHN H. GIDDINGS T/A COMMERCIAL LAWN  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*John H. Giddings*

*John H. Giddings* CORP. SECY.  
(Signature of Secured Party)

BALDWIN SERVICE CENTER INC  
Type or Print Above Signature on Above Line

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

Roll No. 360 Page No. 328  
Identification No. 204074 Date: AUGUST 9, 1976

1. Debtor(s) JAMES P. LAZZATI  
Name or Names—Print or Type  
4832 PLEASANT GROVE ROAD BORING, MARYLAND 21020  
Address—Street No. City—County State Zip Code

2. Secured Party THE FIRST NATIONAL BANK OF MARYLAND  
Name or Names—Print or Type  
P. O. BOX 1596 BALTIMORE, MARYLAND 21203  
Address—Street No. City—County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

RECORD FEE 10.00  
POSTAGE .50  
MAY 11 1987

WU

<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: TERMINATION</b> (Indicate whether amendment, termination, etc.)</p>

Dated: APRIL 30, 1980

THE FIRST NATIONAL BANK OF MARYLAND  
Name of Secured Party

*Donald C. Bittner*  
Signature of Secured Party

DONALD C. BITTNER (VICE PRESIDENT)  
Type or Print (Include Title if Company)

10 80

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

512 1-121

FINANCING STATEMENT

DATE: April 21, 1987

(XX) Not Subject to Recordation Tax

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

267551

NAME OF DEBTOR (S): Country Landscaping, Inc.

ADDRESS: 2387 Rutland Road  
Gambrills, Maryland 21054

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:

One (1) Finn Mulch Spreader, Model B-50TD, Serial Number BUT 1315 with a 4 cyl. 36 HP Kubota Diesel Engine, Model V 1702-BBS-1, Serial Number 19068

RECORD FEE 11.00  
POSTAGE .50  
HISV01 CTR NO1 109:38  
MAY 11 87  
T.B.

DEBTOR(S):

Country Landscaping, Inc.  
(Company Name)

BY: Terri Sears Pres.  
Terri Sears, President

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.)

11.80

MARYLAND FINANCING STATEMENT

BOOK 512 PAGE 121

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

For Filing Office	267552
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: Jim's Air Tools & Equipment of Baltimore, Inc.  
(Name or Names)  
823 Fairview Avenue, Linthicum Heights, MD 21090  
(Address)

DEBTOR: J&J Contracting, Inc.  
(Name or Names)  
823 Fairview Avenue, Linthicum Heights, MD 21090  
(Address)

2 SECURED PARTY: ATLANTIC INDUSTRIAL CREDIT CORPORATION  
(Name or Names)  
Equitable Bank Bldg., 8767 Satyr Hill Rd., Baltimore, MD. 21234  
(Address)

3 ASSIGNEE (if any) of SECURED PARTY: HARBOR FEDERAL SAVINGS LINE ASSOC  
(Name or Names)  
3200 EASTERN AVE BALTO MD 21224  
(Address)

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

One - 1979 P&H Omega 20 Ton Rough Terrain Crane with 102' Telescoping Boom and GMC Diesel, S/N 45055

RECORD FEE 12.00  
 POSTAGE .50  
 010904 0711 01 109140  
 MAY 11 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):  
Jim's Air Tools & Equipment of Baltimore, Inc.  
 By: James W. Goode (Type or print name of person signing)  
(Title)

SECURED PARTY:  
ATLANTIC INDUSTRIAL CREDIT CORPORATION  
 By: Robert E. Polack, President  
(Type or print name of person signing)

J&J Contracting, Inc.  
 By: James W. Goode (Type or print name of person signing)  
(Title)

Return To: ATLANTIC INDUSTRIAL CREDIT CORPORATION  
Equitable Bank Bldg., 8767 Satyr Hill Rd., Baltimore, MD. 21234

1250

BOOK 512 PAGE 122

267553

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

No. of Additional Sheets Presented

The Debtor is a transmitting utility.

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

~~Billy L. Norris~~  
7747 Meadow Rd.  
Pasadena, MD. 21122  
NORRIS, BEVERLY  
NORRIS, Billy L.

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

Security Pacific Corp  
Park Ridge Office Center  
Suite 305 Bldg, 1  
Pittsburgh, Pa. 15275

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

5. This financing statement covers the following type(s) of property:

Skeeter SF-150 S#STEY2693K687  
Johnson J150STLCU S#7496959  
Johnson JBF4B S#0244853

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

RECORDING FEE 12.00  
POSTAGE .50

Not Subject to Recordation Tax Retail Install Contract

Products of the Collateral are also covered.

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

8. Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9. Name of a Record Owner

No. & Street Town or City County Section Block Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):  
 which is proceeds of the original Collateral described above in which a security interest was perfected;  
 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  
 Lessor(s) and Lessor(s).

By X Beverly Norris  
By X Billy L. Norris  
Signature(s) of Debtor(s)

By Security Pacific Finance Corp  
Knox Brown (CO)  
Signature(s) of Secured Party(ies)  
(Required only if item 10 is checked.)

T.B

BC-6076

512-123

267554

To Be Recorded In The Land Records  
And In The Chattel Records Of The  
Local Jurisdiction And Among The  
Financing Statement Records Of The  
State Department Of Assessments  
And Taxation.

Subject To Recording Tax On  
Principal Amount Of \$4,200,000.00  
Which Was Paid To The Clerk Of The  
Circuit Court Of Anne Arundel County,  
Maryland Upon The Filing Of A Deed  
Of Trust.

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

1. **DEBTORS:**  
**RACE AND HANOVER III LIMITED PARTNERSHIP**  
c/o Parkway Industrial Center  
7223 Parkway Drive  
Dorsey, Maryland 21076
  
2. **SECURED PARTY:**  
**THE FIRST NATIONAL BANK OF MARYLAND**  
110 South Paca Street, 9th Floor  
Baltimore, Maryland 21201  
  
Attention: Jesse D. Gardner,  
Loan Officer  
BANC 101-820
  
3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:
  - a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.
  - b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on

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.

- e. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
  - d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
  - e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.
  - f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
  - g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.
  - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.
  - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property. Exhibit A attached hereto consists of \_\_\_\_\_ page(s).

BOOK 512 PAGE 125

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

**DEBTOR:**

RACE AND HANOVER III  
LIMITED PARTNERSHIP,  
A Maryland Limited Partnership

By: Kent and York, Incorporated,  
A Maryland Corporation,  
General Partner

Patrick Ash

By: Leslie Legum (SEAL)  
Leslie Legum,  
President

Date: May 6, 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.: (JMS) 6386

6386  
R-01.43

EXHIBIT A

512 128

BEGINNING for the same at a point in the Southeasternmost side of Standard Drive, sixty (60) feet wide, distant North 34 degrees 51 minutes 30 seconds East 47.91 feet from the Northernmost corner of Lot 8 as shown on the plat entitled Parkway Industrial Center, Section 4 and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 37 at Page 3, and running thence with the binding on the Southeast side of Standard Drive, (1) North 34 degrees 51 minutes 30 seconds East 402.09 feet, thence leaving said road for a new line of division (2) South 55 degrees 08 minutes 30 seconds East 325.00 feet to the Northwest side of Baltimore-Washington Expressway, thence running and binding on said expressway, (3) South 34 degrees 51 minutes 30 seconds West 402.09 feet, thence leaving said expressway, for a new line of division (4) North 55 degrees 08 minutes 30 seconds West 325.00 feet to the place of beginning, containing 3.00 acres of land, more or less.

TOGETHER with the 20 foot wide Storm Drain Easement the center of which is described as follows:

BEGINNING for the same at a point on and distant 32.78 feet reversely from the end of the second line or South 55 degrees 08 minutes 30 seconds East 325 foot line of the hereinabove described lot of ground and running thence with the centerline of a 20 foot wide easement North 02 degrees 48 minutes 03 seconds West 38.03 feet, to the end thereof at the centerline of another 20 foot wide Storm Drain Easement. The street address of the foregoing property is 7225 Standard Drive, Parkway Industrial Center, Dorsey, Maryland.

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 512 PAGE 127  
Identifying File No. 267555

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

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

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

This financing statement Dated April 21, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kop-Flex, Inc.  
Address Harmans Rd., Harmans, MD 21077

RECORD FEE 11.00  
POSTAGE .50  
M11039 6040 801 713426  
APR 11 87

2. SECURED PARTY

Name Textron Financial Corporation  
Address 18201 Von Karman Ave., Irvine, CA 92715

2000 Century Plaza, Suite 441, Columbia, MD 21044

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

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

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

"AT & T Computer Upgrade, Numeridex Computer Controls and Toyoda Machining Center and its proceeds, including all goods, accounts, chattel paper, documents, instruments and contract rights."

Name and address of Assignee

"THIS STATEMENT IS FILED IN CONNECTION WITH A LEASE TRANSACTION AND IS FILED FOR PRECAUTIONARY PURPOSES ONLY."

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Kop-Flex, Inc.  
(Signature of Debtor)

Type or Print Above Name on Above Line

James E. Stevenson  
(Signature of Debtor)

James E. Stevenson, Vice President  
Type or Print Above Signature on Above Line

Thomas M. Roberts  
(Signature of Secured Party)

Textron Financial Corporation  
Thomas M. Roberts, Regional Sales Manager  
Type or Print Above Signature on Above Line

1150

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 512 PAGE 128  
Identifying File No. 267556

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

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

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

This financing statement Dated April 21, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kop-Flex, Inc.  
Address Harmans Rd., Harmans, MD 21077

2. SECURED PARTY

Name Textron Capital Corporation  
Address 18201 Von Karman Ave., Irvine, CA 92715

2000 Century Plaza, Suite 441, Columbia, MD 21044  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

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

"Numeridex Computer Control System and its proceeds, including all goods, accounts, chattel paper, documents, instruments and contract rights."

Name and address of Assurer

RECORD FEE 11.00  
POSTAGE .50  
#11040 0040 501 713427  
MAY 11 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)

Kop-Flex, Inc.  
(Signature of Debtor)

Type or Print Above Name on Above Line

[Signature]  
(Signature of Debtor)

James E. Stevenson, Vice President  
Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)  
Textron Capital Corporation  
Thomas M. Roberts, Regional Sales Manager  
Type or Print Above Signature on Above Line

11 50

512 129

MARYLAND TERMINATION STATEMENT

Date April 21, 1967

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

1. Debtor(s) name(s) and address: RICHARD M LOWMAN
5251 Patrick Henry Dr
Baltimore MD 21225

2. Secured Party and address (Type complete corporate name):
ITT FINANCIAL SERVICES AKA
THORP CREDIT INC.
511 B Eastern Essex, MD 21221

3. There is no outstanding secured obligation and there is no commitment to make advances, incur obligations, or otherwise give value, as between the above parties. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing file number and record reference as follows:
liber 387 book 107
no 218280

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

SECURED PARTY

ITT FINANCIAL SERVICES
(TYPE COMPLETE CORPORATE NAME)

By: Charles Black MANAGER

Charles Black
(Type signature below name)

AE 2/64

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

RECORD FEE 10.00
POSTAGE .50
MAY 10 1967
MAY 11 1967
We

anne arundel co.

10

Clerk of the Circuit Court  
Anne Arundel County  
P.O. Box 71  
Annapolis, Maryland 21404

512 130

File No. ....

Record Reference: Liber.....

Folio.....

**TERMINATION STATEMENT**

..... To Be Recorded in the Land  
Records. (For Fixtures Only)

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

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

File Number: 261575.....;

Record Reference: Liber 497..... Folio 377.....;

Date of Filing: April 29, 1986.....

RECORD FEE 10.00  
POSTAGE .50  
MAY 11 1987

2. The name(s) and address(es) of the Debtor(s) is(are):

Name of Debtor

Address

Starting Gate Shell, Inc.

3482 Fort Meade Road  
Laurel, Maryland 20707

W

3. The name and address of the Secured Party of Record is:

THE CITIZENS NATIONAL BANK  
Fourth and Main Streets  
Laurel, Maryland

The Secured Party of Record further certifies that it no longer claims a security interest under the above original Financing Statement or any continuation thereof.

WHEREFORE, the Secured Party of Record requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to note this Termination Statement in the index and to return this Termination Statement to the Debtor(s) at the foregoing address.

Secured Party of Record

THE CITIZENS NATIONAL BANK

Dated: April 6, 1987

By: *Marilyn F. Horton*  
Marilyn F. Horton  
Assistant Vice President

Type or print all names  
and titles under signatures.

1580

BOOK 512 PAGE 131

3283 7 *AA Co.*

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

267557

### FINANCING STATEMENT

1. LESSEE(S) Fiddlers Green Inc.  
 Name or Names - Print or Type

1355 Generals Highway Crownsville, MD 21032  
 Address - Street No. City - County State Zip

2. LESSOR L-J Leasing Company Baltimore Maryland 21208  
600 Reisterstown Road

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

- 1- Berkle 30 LB. Electronic Scale
- 1- Berkle Heavy Duty Slicer
- 1- Jordan Display Freezer

RECORD FEE 11.00  
 #11095 0777 001 114:33  
 MAY 11 87

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

RECORD FEE 11.00  
 STAGE .50  
 #11095 0777 001 114:33  
 MAY 11 87

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.  
 7. Products of collateral are covered.

LESSEE(S) Fiddlers Green Inc.  
 By Earl F. Michael, Inc.  
 Signature of Lessee

Earl F. Michael, Pres.  
 Type or Print

\_\_\_\_\_  
 Signature of Lessee

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

LESSOR: L-J Leasing Company  
 By Louise E. Neutze  
 Signature of Lessor

Louise E. Neutze, Mgr.

To The Filing Officer After This Statement Has Been Recorded Please Mail The Same To

L-J Leasing Company  
 P.O. Box 21472  
 600 Reisterstown Road

T.B.

1130

TO BE  
 NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$

37-717  
AA

BOOK 512 PAGE 132

FINANCING STATEMENT

267558

1. Debtor (s):

Tegeris Labs, Inc.  
Name or Names—Print or Type

9705 N. Washington Blvd., Laurel, MD 20707  
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 (if necessary), describe (Attach separate list)

1 BROTHER 360616-SAV-7065  
1 ZOKS 100 DRY COPIER  
1 ZOKS 20 BIL SURIER  
1 ZOKS LARGE CAPACITY TRAY  
1 TRADE IN  
1 DOUBLE \*\*\*\*\*

4. If above described property describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

RECORD FEE 11.00  
POSTAGE .50  
#1 (208) 401-7074 08  
MAY 12 87  
T.B.

DEBTOR(S) SECURED PARTY

X Andrew S Tegeris  
(Signature of Debtor)

Andrew Tegeris, Pres.  
Type or Print

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 OFFICE After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC., 701 Cathedral Street, Baltimore, Maryland 21201

1130

MARYLAND FINANCING STATEMENT BOOK 512 PAGE 133

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

For Filing Officer <b>267559</b>	
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 Chastain-Tilghman, Inc.  
(Name or Names)  
8 Randall Street, Annapolis, Md. 21401  
(Address)

DEBTOR \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2 SECURED PARTY ATLANTIC INDUSTRIAL CREDIT CORPORATION  
(Name or Names)  
Equitable Bank Bldg., 8767 Satyr Hill Rd., Baltimore, MD. 21234  
(Address)

3 ASSIGNEE (if any) of SECURED PARTY HARBOR FEDERAL SAVINGS & LOAN  
(Name or Names)  
3200 EASTERN AVE BALTIMORE, MD. 21224  
(Address)

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

One - Baum 30.5" Paper Cutter  
Serial Number: 436004

RECORDATION FEE 11.00  
POSTAGE .50  
MAY 12 1987  
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):  
Chastain-Tilghman, Inc.  
By: Anne T. Chastain VP/Secy  
ANNE T. CHASTAIN VP/SECY  
(Type or print name of person signing)

SECURED PARTY:  
ATLANTIC INDUSTRIAL CREDIT CORPORATION  
By: Robert E. Polack, President  
(Type or print name of person signing)

By: \_\_\_\_\_  
(Type or print name of person signing)

Return To ATLANTIC INDUSTRIAL CREDIT CORPORATION  
Equitable Bank Bldg., 8767 Satyr Hill Rd., Baltimore, MD. 21234

110



512 INC 135

APPENDIX A  
JOWLS, INC.

<u>QUANTITY</u>	<u>DESCRIPTION</u>
one	custom S.K. telephone order table
one	custom S.K. dough table with field joint
one	EPRR805 S.K. pizza prep table with
one	scale shelf and 5 year warranty
one	custom S.K. dough cutting table
one	custom S.K. stop block
one	custom S.K. pizza holding table
one	A200 Sensor remote scale
one pair	12WB1Z Metro 12" single shelf wall bracket
one	1248Z Metro 12"X48" shelf
one	12WB3Z Metro 12" three shelf wall bracket
two	1860Z Metro 12"X60" shelf
one	HSA-10-F Metal Masters handsink
one	T3072B-BS Metal Master 30"X72" s/s table with 4" BS
one	500772 Metal Master 20X20X5 s/s drawer
one	C-314-16-3-18 Metal Master 3 compartment corner sink
one	B231 T&S faucet with 12" spout
one	B133 T&S prerinse unit
one	B109 T&S wall bracket
one	B156 T&S add on faucet with 12" spout
one	PS3605-D Middleby Marshall "Pacesetter" double conveyer oven L.P.
one	9'7"X11'6"X8'1" Penn walkin cooler, floorless with 1½HP condensing unit remote on roof
one	F5102 Kingman walkin door curtain
one	1004 New Age 20"X36" dunnage rack
four	1005 New Age dunnage rack
one	1006 New Age 20"X60" dunnage rack

APPENDIX A, PAGE TWO  
JOWLS, INC.

<u>QUANTITY</u>	<u>DESCRIPTION</u>
one	310 Storage Unlimited 30 case can rack
four	1872 Nk Intermetro 18X72 metroseal shelf
four	1836 Nk Intermetro 18X36 metroseal shelf
eight	74Pk Intermetro 74" metroseal post
four	2460 NC Intermetro 24X60 chrome shelves
four	74P Intermetro 74" chrome post

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FINANCING STATEMENT

BOOK 512 PAGE 137

267561

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

George F. Geiser

7959 Telegraph Road #123  
Severn, Maryland 21144

SECURED PARTY

THE BANK OF BALTIMORE  
(Assignee)

Address: BALTIMORE AND CHARLES STREETS  
BALTIMORE, MARYLAND 21201

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

New 1987 Brigadier Homes, Mobile home, 52D3BR, Plan 219  
52 X 24, Serial # B-50205A/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.

RECORD FEE 11.00  
POSTAGE .50

MAY 12 1987

T.B.

Debtor

Secured Party

X George F. Geiser  
GEORGE F. GEISER

THE BANK OF BALTIMORE

BY Mrs. Sylvia 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.

PCS 0847

11.50

267562

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Robert W. Prager  
Patricia Ann Prager

Mailing Address

Rt. 3  
Rol Park #64  
Millersville, MD 21108

RECORD FEE 12.00  
POSTAGE .50  
#11222 CTM RM 101239  
MAY 12 87

T.B

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).

Used 1985 Imperial, Model-Regal, 56x12, Serial # 73497

- 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

Robert W. Prager  
ROBERT W. PRAGER

Patricia Ann Prager  
PATRICIA A. PRAGER

THE SAVINGS BANK OF BALTIMORE

BY Mrs. Sylvia 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, Inc. (Millersville), which has been assigned to The Savings Bank of Baltimore.

1250

FINANCING STATEMENT

267563

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Robert D. Marsh  
Pamala M. Marsh

Chesapeake Mobile Court #88  
Ridge-Chapel Road  
Hanover, Maryland 21076

SECURED PARTY

THE BANK OF BALTIMORE  
(Assignee)

Address: BALTIMORE AND CHARLES STREETS  
BALTIMORE, MARYLAND 21201

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

Used 1984 Holly Park Home, Mobile Home, 70 X 14,  
Serial #10807

RECORD FEE 12.00  
POSTAGE .50

- 2. Proceeds and products of the collateral are also specifically covered.

MAY 12 1987

- 3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

X Robert D. Marsh  
ROBERT D. MARSH

THE BANK OF BALTIMORE

Pamela M. Marsh  
PAMELA M. MARSH

BY Mrs. Sifora 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.

17.50

FINANCING STATEMENT

512 140

267567

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Howard C. Jarrell  
Donna M. Jarrell

Chesapeake Mobile Court #184  
Ridge-Chapel Road  
Hanover, Maryland 21076

SECURED PARTY

THE BANK OF BALTIMORE  
(Assignee)

Address: BALTIMORE AND CHARLES STREETS  
BALTIMORE, MARYLAND 21201

1. This Financing Statement covers the following types (or items) of property (the collateral).  
New 1987 Brigadier Homes, Plan 219, Mobile Home, 52 X 24 Gray, Serial # B-30303A/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

Secured Party

Howard C. Jarrell  
HOWARD C. JARRELL

THE BANK OF BALTIMORE

Donna M. Jarrell  
DONNA M. JARRELL

BY Mrs. Sylvia Hill

POSTAGE 12.00  
50  
111724 CTTI 901 197-20  
MAY 12 87

T.B.

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Bank of Baltimore.

PCS 0847

12.50

ADD. 512 FIVE 141

PHN 14100 1100 1111

267565

Subject to application...

Name of Borrower

Perry Hayes &/or  
Gilda Hayes

Home Address

645 Revell Hwy.  
Annapolis, MD 21401

BACK

PROPERTY

THE SAVINGS BANK OF BALTIMORE  
(Assignee)

ADDRESS BALTIMORE AND CHARLES STREETS  
BALTIMORE, MARYLAND 21202

1. This financing statement covers the following types for identity of property (the collateral).  
1987 Parkway Mobile Homes 64 X 28 S/N PHNC14,913A/B87
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: His instrument to secured party shall show as the address stated.

RECORD FEE 12.00  
 POSTAGE .50  
 #11205 CITI NO1 70742  
 MAY 12 8

Signature

*Perry Hayes*  
 Perry Hayes  
*Gilda Hayes*  
 Gilda Hayes

Secured Party

THE SAVINGS BANK OF BALTIMORE  
 by *Mrs Sylvia Hill*

T.B.

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Kent Rentals, Inc. which has been assigned to The Savings Bank of Baltimore.

CLERK'S NOTATION  
 Document submitted for record in a condition not permitting satisfactory photographic reproduction.

12.90

PCS 6647

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 512 267566  
Identifying File No. #4926

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Frontier Technologies, Inc.

Address 2444 Solomons Island Road, Annapolis, MD. 21401

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) May 16, 1991

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

- One (1) Canon NP-3525F Copier  
Serial Number CAZ03629
- One (1) Canon Auto. Duplexing Unit  
Serial Number N/A
- One (1) Canon 10 Bin Collator, Serial Number CBH10772
- One (1) Canon Automatic Feed, Serial Number 26669  
(includes Image Editing Unit)  
S/N JBG06962

Name and address of Assignee  
RECORD FEE 11.00  
POSTAGE .50  
411,236 CITY ARL 10/15/87  
MAY 12 87

*Chit*

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)

Frontier Technologies, Inc.

X. Geneva Houston-Ludlam  
(Signature of Debtor)

Genevieve Houston-Ludlam/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



FINANCING STATEMENT—MARYLAND

File No. \_\_\_\_\_  
This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. The name and address of the Debtor is:  
Corman Construction, Inc.  
8111 Annapolis Junction Road  
Jessup, MD 20794-0160
2. The name and address of the Secured Party (or Assignee) is:  
First Virginia Commercial Corporation  
6400 Arlington Boulevard  
Falls Church, VA 22046
3. The maturity date of the obligation (if any) is: \_\_\_\_\_
4. This Financing Statement covers the following types (or items) of property: (Describe)  
One (1) Caterpillar Motor Grader, Model 120G, SN 87V07792, complete  
One (1) Dynapac Model CA15 Vibratory Roller, SN 1997S17, equipped with ROPS and John Deere Diesel Engine Model 4239DF, SN 1997
5. Check the lines which apply if any, and supply the information indicated:
  - (If collateral is crops). The above described crops are growing or are to be grown on: \_\_\_\_\_ (describe real estate)
  - (If Collateral is goods which will or are to become fixtures, complete this section and type conspicuously at the top the following "To be Recorded in the Land Records") The above goods are affixed or are to be affixed to: \_\_\_\_\_ (describe real estate)
  - (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
  - (If products of collateral are claimed) Products of the collateral are also covered.
6. Transaction is  is not  (check which applies) subject to recordation tax imposed by Article 81, section 277 and 278, Ann. Code of Maryland. If answer is in affirmative, the principal amount of the debt initially incurred is \$ \_\_\_\_\_

RECORD FEE 11.00  
POSTAGE .50  
MAY 12 1981

Debtor(s):  
Corman Construction, Inc.  
*[Signature]*  
William G. Cox, President

Secured Party:  
First Virginia Commercial Corporation  
By *[Signature]*  
(AUTHORIZED SIGNATURE)  
Harold V. Dellinger, II  
Vice President  
(TYPE NAME AND TITLE)

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

*[Handwritten initials]*

512 144

FINANCING STATEMENT

267568

- 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 \$ 30,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to State Department of Assessment and Taxation.

5. Debtor(s) Name(s) Address(es)  
 Davis Environmental Services, Inc. 1.1113 B Old North Point Road  
 Baltimore, MD 21222  
 (See attached)

6. Secured Party Address  
 Equitable Bank, National Association 100 S. Charles Street  
 Attention: Barbara Wykowski Baltimore, MD 21201

RECORD FEE 11.00  
 POSTAGE .50  
 MAY 12 1987

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

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

B. **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 Davis Environmental Services, Inc.

BY: James Davis (Seal) \_\_\_\_\_ (Seal)  
 James Davis, President  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

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

*Handwritten initials/signature*

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

FINANCING STATEMENT

BOOK 512 PAGE 145

2. 1827 Mountain Road  
Baltimore, MD 21085  
Harford County

3. 11 Espey Court  
Crofton, MD  
Anne Arundel County

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

FINANCING STATEMENT (FORM UCC)

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

512 148

Not Subject to Recording Tax  
(Lease Agreement with Nominal Purchase Option) 267569

1. LESSEE:  
William W. Harris & Associates, Inc.  
P. O. Box 289  
Millersville, Maryland 21108

2. LESSOR:  
BUTLER AND COMPANY, INC.  
  
P. O. BOX 505  
ELLCOTT CITY, MD 21043-0505

RECORDING FEE 11.00  
POSTAGE .50  
MAY 22 1987

3. ASSIGNEE (if any) OF LESSOR:

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

XT 286 640K 20MB 1.2MD disk drive s/n 1022309 Tecmar EGA Card  
Epson 286 E printer s/n 02028053 Entre Cable for Laser Cable  
Entre Cable printer cable NEC multisync monitor s/n 714081064  
Laser Jet II Hewlett Packard s/n C265254684 2 MB memory board  
DOS 3.2

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES.

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

LESSEE:  
  
William W. Harris & Associates, Inc.  
Name of Lessee  
BY: [Signature]  
Signature of Lessee

LESSOR:  
  
BUTLER AND COMPANY, INC.  
Name of Lessor  
BY: [Signature]  
Signature of Lessor

William W. Harris, Jr., President  
Type or Print Name, include title

DEBORAH STRAN-SCHERR, CREDIT MANAGER  
Type or Print Name, include title

TO THE FILING OFFICER: After this statement has been recorded please return to:  
BUTLER AND COMPANY, INC.

P. O. Box 505  
Ellicott City, MD 21043-0505

BOOK 512 PAGE 147

Anne Arundel County

267570

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR:

HHS Associates, Inc.  
T/A Brown's Hyundai City  
7165 N. Ritchie Highway  
Glen Burnie, Maryland 21061

2. NAME AND ADDRESS OF SECURED PARTY:

CENTURY CREDIT CORPORATION  
910 Elkridge Landing Road  
Suite 200  
Linthicum, Maryland 21090

RECORD FEE 18.00  
RECORD TAX 875.00  
POSTAGE 50  
#11257 0777 R01 108402  
MAY 12 1987

*[Handwritten signature]*

3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the property described next to each box marked:

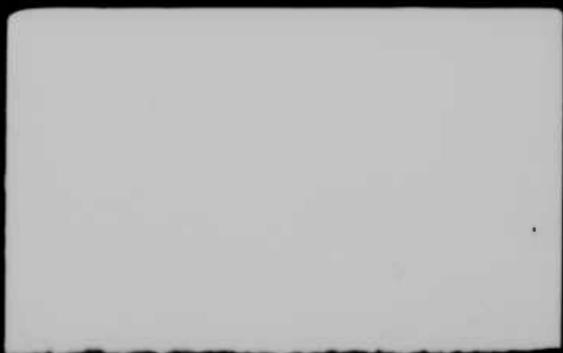
/X/ All right, title and interest of Debtor in and to equipment of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, all machinery, vehicles, furniture, furnishings, tools, fixtures, materials and supplies, and all documents and documents of title relating to any of the foregoing, together with all present and future parts, additions, accessories, replacements, attachments, accessions, replacement parts and substitutions therefor or thereto in any form whatsoever.

/X/ All right, title and interest of Debtor in and to inventory of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, raw materials, work in process, finished goods, goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes, property in, on or with which any of the foregoing may be stored or maintained, all materials and supplies usable or used or consumed in the course of Debtor's

I HEREBY CERTIFY that on this 7<sup>th</sup> day of April, 1987, recordation tax in the amount of \$ 875.00 was mailed to the Clerk of the Circuit Court of Anne Arundel County, Maryland.

18-875-50

*[Handwritten signature]*  
Lewis R. Glassman  
Credit/Operations Manager  
Century Credit Corporation



business, and all documents and documents of title relating to any of the foregoing, together with all present and future parts, additions, accessories, attachments, accessions, replacements, replacement parts and substitutions therefor or thereto in any form whatsoever.

All of Debtor's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, contract rights, general intangibles, goodwill, judgments, orders, awards and decrees in favor of Debtor, causes of action in favor of Debtor, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, deposits with sureties on bonded contracts, all goods returned, repossessed, or stopped in transit the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever, whether or not such right to payment has been or is to be earned by any performance and howsoever such right to payment may be evidenced, whether by open account, instrument, note, draft, chattel paper, judgment, order, award, decree or otherwise, all rights which Debtor may at any time have, by law or agreement, against any account debtor or other obligor obligated to make such payment and all rights, liens and security interests which Debtor may at any time have, by law or agreement, against any property of any account debtor or against any property of any such other obligor, and all present and future rights of Debtor with respect to all licenses, patents, copyrights, trade names and trademarks.

All right, title and interest of Debtor in and under the following franchise agreements: Hyundai

The following property of Debtor: \_\_\_\_\_

All property and assets of Debtor in or on which Secured Party has, or may in the future acquire or be granted, a lien or security interest, and all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of the property described in

512 140

this Item 3 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 property described in this Item 3, whether in the possession of Debtor or any other person.

- 4. Proceeds and products of collateral are covered hereunder.
- 5. This transaction (is)(is not) exempt from the recordation tax.

Principal amount of debt initially incurred is: \$500,000.00, of which \$ 125,000.00 is taxable as calculated on the attached recordation tax statement.

6. RETURN TO: Century Credit Corporation  
 910 Elkridge Landing Road  
 Suite 200  
 Linthicum, Maryland 21090  
 Add: L. Glassman

DEBTOR:  
 HHS Associates  
 T/A Hyundai City

(Type name)

By: Robert D. Benton  
 Robert D. Benton

President

(Type name and title of person signing)

April 7, 1987  
 (Date signed by Debtor)

RECORDATION TAX CALCULATION

TO: The Clerk of the Circuit Court for Anne Arundel County

Value of equipment,  
other non-exempt  
property..... \$ 125,000.00 x \$ .007 = \$ 875.00  
Total value of all  
collateral..... \$ 2,000,000.00

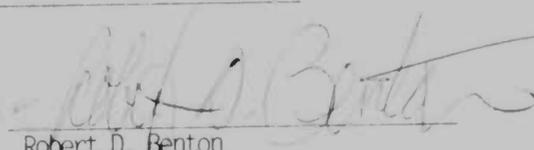
Amount not exempt from tax = \$ 125,000.00

Tax Due = \$ 875.00

HHS Associates, Inc.  
T/A Brown's Hyundai City

\_\_\_\_\_  
(Debtor)

Date: April 7, 1987

By: 

Robert D. Benton  
President

\_\_\_\_\_  
(Print name and title of person  
signing)

STATE OF MARYLAND

Anne Arundel County

BOOK 512 PAGE 151

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254836

RECORDED IN LIBER 480 FOLIO 239 ON 12/5/84 (DATE)

1. DEBTOR

Name Brown's Maryland Motors T/A Brown's Toyota City  
Address 7167 Ritchie Highway Glen Burnie, MD. 21061

2. SECURED PARTY

Name First National Bank of Maryland  
Address 6704 Curtis Court,  
Glen Burnie Maryland 21061

RECORD FEE 10.00  
POSTAGE .50  
MAY 12 87

Person And Address To Whom Statement Is To Be Returned If Different From Above:  
Century Credit Corporation 901 Elkridge Landing Rd. Suite 200  
Linthicum, MD. 21090 Attn: L. Glassman

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 \_\_\_\_\_

First National Bank of Maryland

By: [Signature] 1/7/89  
(Signature of Secured Party)

Type or Print Above Name on Above Line

1580 50

STATE OF MARYLAND

Anne Arundel County

512 152

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 245937

RECORDED IN LIBER 458 FOLIO 316 ON 1/21/83 (DATE)

1. DEBTOR

Name Wesh, Inc. T/A Brown's Honda City

Address 5804 Ritchie Highway Baltimore, Maryland 21225

2. SECURED PARTY

Name First National Bank of Maryland

Address 6704 Curtis Court Glen Burnie Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above: Century Credit Corporation 901 Elkridge Landing Rd. Suite 200 Linthicum Md. 21090 Attn: L. Glassman

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>

RECORD FEE 10.00  
POSTAGE .50  
M11261 017 R01 T08#03  
MAY 12 81

wl

Dated \_\_\_\_\_

First National Bank of Maryland

By: *[Signature]* 1/21/83  
(Signature of Secured Party)

Type or Print Above Name on Above Line

1000 50

STATE OF MARYLAND

Anne Arundel County

800-512 PAGE 153

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 246085

RECORDED IN LIBER 458 FOLIO 554 ON 2/4/83 (DATE)

1. DEBTOR

Name Wesh, Inc. T/A Brown's Honda City

Address 5804 Ritchie Highway Baltimore, Md. 21225

2. SECURED PARTY

Name First National Bank of Maryland

Address 6704 Curtis Court Glen Burnie Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above  
Century Credit Corporation 901 Elkridge Landing Rd. Suite 200  
Linthicum Maryland 21090 Attn: L. Glassman

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>

RECORD FEE 10.00  
MISTAKE .50  
MAY 12 8

WL

First National Bank of Maryland

Dated \_\_\_\_\_

By: [Signature] 4/8/87  
(Signature of Secured Party)

Type or Print Above Name on Above Line

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STATE OF MARYLAND

Anne Arundel County

BOOK 512 PAGE 154

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 248012

RECORDED IN LIBER 463 FOLIO 308 ON 7/6/83 (DATE)

1. DEBTOR

Name Wesh, Inc. T/A  
Brown's Honda City

Address 7167 Ritchie Highway, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name First National Bank of Maryland

Address 6704 Curtis Court, Glen Burnie Maryland 21061

RECORD FEE 10.00  
POSTAGE .50  
MAY 12 87

Person And Address To Whom Statement Is To Be Returned If Different From Above:  
Century Credit Corporation 901 Elkridge Landing Rd. Suite 200  
Linthicum, Maryland 21090 Attn: L. Glassman

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>

First National Bank of Maryland

Dated \_\_\_\_\_

By: [Signature] 7/6/87  
(Signature of Secured Party)

Type or Print Above Name on Above Line

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STATE OF MARYLAND

Anne Arundel County

BOOK 512 PAGE 155

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 245979

RECORDED IN LIBER 458 FOLIO 380 ON 1/25/83 (DATE)

1. DEBTOR

Name Wesh, Inc. T/A Brown's Honda City

Address 5804 Ritchie Highway Baltimore, MD. 21225

2. SECURED PARTY

Name First National Bank of Maryland

Address 6704 Curtis Court Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.  
Century Credit Corporation 901 Elkridge Landing Rd. Suite 200  
Linthicum Md. 21090 Attn: L. Glassman

3. Maturity date of obligation (if any)

RECORD FEE 10.00  
POSTAGE 50  
MAY 12 1987

CHECK 3 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"/> X</p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Termination</p>

Dated \_\_\_\_\_

First National Bank of Maryland

By: [Signature] 1/25/87  
(Signature of Secured Party)

Type or Print Above Name on Above Line

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STATE OF MARYLAND

Anne Arundel County

512 151

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260375

RECORDED IN LIBER 494 FOLIO 477 ON 2/10/86 (DATE)

1. DEBTOR

Name HHS Associates Inc., T/A  
Brown's Hyundai City

Address 7167 Ritchie Highway Glen Burnie, MD. 21061

RECORD FEE 10.00  
POSTAGE 50  
MAY 22 5

2. SECURED PARTY

Name First National Bank of Maryland

Address 6704 Curtis Court Glen Burnie MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above  
Century Credit Corporation 901 Elkridge Landing Rd. Suite 200  
Linthicum, MD. 21090 Attn: L. Glassman

3. Maturity date of obligation (if any)

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

First National Bank of Maryland

Dated \_\_\_\_\_

By: *[Signature]* 1/6/87  
(Signature of Secured Party)

Type or Print Above Name on Above Line

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STATE OF MARYLAND

Anne Arundel County

BOOK 512 PAGE 157

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260510

RECORDED IN LIBER 495 FOLIO 51 ON 2/24/86 (DATE)

1. DEBTOR

Name HHS Associates Inc., 1/A  
Brown's Hyundai City  
Address 7167 Ritchie Highway Glen Burnie, MD. 21061

2. SECURED PARTY

Name First National Bank of Maryland  
Address 6704 Curtis Court Glen Burnie, Maryland 21061

RECORDED FEE  
POSTAGE  
#11234 0117 001 7034  
MAY 12 1986

Person And Address To Whom Statement Is To Be Returned If Different From Above  
Century Credit Corporation 901 Elkridge Landing Rd. Suite 200  
Linthicum, MD. 21090 Attn: L. Glassman

3. Maturity date of obligation (if any)

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

RECORDED FEE 10.00  
POSTAGE .50  
#11234 0117 001 7034  
MAY 12 1986

First National Bank of Maryland

Dated \_\_\_\_\_

BY: [Signature] 4/6/87  
(Signature of Secured Party)

Type or Print Above Name on Above Line

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STATE OF MARYLAND

512 15

FINANCING STATEMENT FORM UCC-1

Identifying File No. 202572

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

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

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

This financing statement Dated April 9, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name H. & W. Utilities, Inc.
Address 4429 Mountain Road, Pasadena, MD 21122

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any)

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

One CASE 580SE Loader/Extendahoe
S/N 17045016

Same and address of Assignee

RECEIVED FEB 11 1987
FILING FEE .50
MAY 12 87
[Signature]

CHECK THE LINES WHICH APPLY

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

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

[Signature]
(Signature of Debtor) & Title
DENTON J. WATSON
Type or Print Above Name on Above Line

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

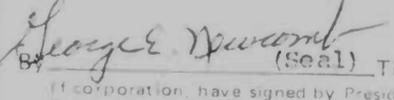
[Signature]
(Signature of Secured Party)
Barclay D. Tucker II
Type or Print Above Signature on Above Line



BOOK 512 W 159

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267573

 <b>Maryland Financing Statement</b> <small>All information must be typewritten or printed in ink.</small>		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) Newcomb, George 283 Pinewood Road Millersville, Anne Arundel, MD 21108		Secured Party Name and Address The CIT Group/Equipment Financing, Inc. 1301 York Road Lutherville, MD 21093
Assignee of Secured Party: <del>CIT Corporation</del>		The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.
This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small> One (1) 1985 Ford LT9000 Dump Truck S/N 1FDYWB0U7FVA24712 One (1) Used 14' R & S Steel Body S/N 85030335		
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>George Newcomb</u>		Secured Party <u>The CIT Group/ Equipment Financing, Inc.</u>
BY  (Seal) Title _____		BY 
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small> <u>GEORGE Newcomb</u>		<u>Diane Grossman</u>
<small>Type or print name(s) of person(s) signing</small>		<small>Type or print name of person signing</small>

RECORDED  
 INDEXED  
 11/20/85  
 1150

1150

STATE OF MARYLAND

BOOK 512 PAGE 158

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 480 267

RECORDED IN LIBER \_\_\_\_\_ FOLIO \_\_\_\_\_ ON 12-5-84 (DATE)

1. DEBTOR

Name J & J Contracting, Inc.

Address 756 Whitney Landing Drive, Crownsville, MD 21032 (Anne Brunckel Co.)

2. SECURED PARTY

Name Reli Financial Corp.

Address P.O. Box 797, Northbrook, IL 60062

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.)

Release the following:

(2) Satellite Work Platforms, Serial Numbers PM166A, PM271A

Dated 4/7/87

*[Signature]*

(Signature of Secured Party)

Reli Financial Corp.

Type or Print Above Name on Above Line

10-50

512 161

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)

AUTOMETRIC, INC.  
5205 LEESBURG PIKE  
FAALS CHURCH, VA 22041

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

LEASING CONCEPTS, INC  
3 RADNOR CORPORATE CENTER  
RADNOR, PA 19087

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

4. This financing statement covers the following type(s) for item(s) of property

(SEE ATTACHED SCHEDULE OF EQUIPMENT)

The equipment described on the attached sheets is located at:

1190 Winterson Road  
Linthicum, MD. 21090

Not subject to recordation tax.

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

IIT Commercial Finance Corp.  
100 Walnut Ave., Suite 305  
Clark, NJ 07066

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 3

AUTOMETRIC, INC.

LEASING CONCEPTS, INC.

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

V. Pres/Finance  
Title

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

Vice President  
Title

STANDARD FORM - FORM UCC-1.

Trail to

IIT Commercial Finance Corp.  
100 Walnut Ave Suite 305  
PO Box 885  
Clark NJ 07066



Leasing Concepts, Inc.

512-152

SCHEDULE OF EQUIPMENT

Page 1 of 3

LESSOR LEASING CONCEPTS, INC

LESSEE AUTOMETRIC, INC.

ADDRESS 5205 LEESBURG PIKE  
FALLS CHURCH, VA 22041

QUANTITY	MANUFACTURER	DESCRIPTION/MODEL	SERIAL NO.
3		CLSTR II FOUR 4 62 IN	#770751
12		CLSTR II FOUR 2 62 IN	#770451
2		CLSTR II FOUR 1 62 IN	#770151
38		30 INCH OPEN SHELF T	#775351
38		30 IN FLPPR DR ASSY T	#775451
38		LOCK F/FLIPPER DR	#795500
38		24 IN FLR TSK LTCLU II	#778600
38		1 BIN CLSTR PED 6 & 12	#794551
38		UNDERCARRIAGE DRAWER	#073000
1		*spc HTCLSTR 11 6	#772451
1		60x12 N. Power Panel	IN6012F
6		60x36 Powered Panel	IN6036F
1		"T" Toplock	PL2.0-90/180
4		"L" Toplock	PL2.0 90
4		Strait Toplock	PL2.0 180
2		"C" Leg	CL24KH
4		Decorative Trim	VDT 90 5'
65		2 Way 180 Hinge	H-180
50		2 Way 90 Hinge	H-90
1		60x48 Panel Powered	IP6048
1		60x30 Panel Powered	IP60 30
1		60x60 P. Glazed	IP6060PGF
1		60x30 N. Powered	IN6030
1		24x48 Worksurface	WS2448
1		30x60 Worksurface	WS3060
1		Z Bracket	ZB
1		Box/Box/File Pedestal	FPR-24-2BF
1		Box/File Pedestal	DPR-BF
1		Flipper Door	ES1248F
1		Task Light	TL 36
1		Power Source Feed	IPS
1		Duplex Red	IRR
1		Duplex Black	IR 13
1		Duplex Yellow	IRY
1		Additional Receptacle	
1		Power Harness	IAH



Leasing Concepts, Inc.

512 153

SCHEDULE OF EQUIPMENT

Page 2 of 3

LESSOR LEASING CONCEPTS, INC

LESSEE AUTOMETRIC, INC

ADDRESS 5205 LEESBURG PIKE  
FALLS CHURCH, VA 22041

QUANTITY	MANUFACTURER	DESCRIPTION/MODEL	SERIAL NO
1	ASI	Round Table w/chrome "X" base. 42" Dia. Light Oak/NOR 42 w/WMSX	
4	Loewenstein	Armless Chair w/sled base#228/#NEO-26, Slate Blue	
2	Panel Concepts	Flipper Door Units(60"Wx17"Dx16"H) w/laminate surface ES-1660	
1	Egan Visual	Marker Board, wall mount MB4832, 48"x32"	
4	Anotek	Swivel Conference chair W/arms. "Charlotte"#41. 7090/Crystal Blue	
1	Arnold	Table With "X" Base. 42" Euro-Octagonal	
1	Arnold	Table, 72"x36" with panel bases. Euro-902	
10	DE Woodwork	Sled Base Chair. "Mirage"4300S/Mulberry #8	
12	Grahl	Ergonomic Chair w/arms, pneumatic height adjustment & back angle adjustment, manual height adjustment, seat tilt control, stitching on seat & back cushions. Maraham "Correlation Squares" #430402, 18 Wedgewood.	
14	Grahl	Ergonomic Chair w/arms. Maraham "Correlation Squares" #430402, 29 Cameo.	
1	Arnold	Rectangular Conference Table 96"x48" Euro-905	
10	St. Timothy	Sled Base Conference Chair. Maraham "Correlation Squares", 29 Cameo.	
24	Grahl	Ergonomic Chair w/arms Maraham "Correlation Squares" #430402, 34 Seamist.	
1	Arnold	Rectangular Conference Table 120"x48"/Euro-907	
10	St. Timothy	Sled Base Conference Chair. Maraham "Correlation Squares", 34 Seamist. S1221	
1	Biltrite	Single Pedestal Desk w/executive height return 36"x72" w/20"x48" Return. BLT RAE X	
1	Hale	Bookcase 36"x12"x48"H, Dark Oak. 1548	
1	ASI	Round Table w/chrome "X" base. 42"Dia. NOR 42w/WMSX	
4	Loewenstein	Armless Chair w/sled base.#228/#Neo-11, Blush	
2	Grahl	Armless Drafting Stool w/footring. Maraham "Correlation Squares", #29 Cameo/0661 DRFTG	
1	Egan Visual	Visual Aid Cabinet, 48"x45" - Opens to 8',RV48	
1	Arnold	Conference Table, boat shape, two piece top w/3 bases, 16'x4'x3'/CY-1573	



BOOK 512 PAGE 184

SCHEDULE OF EQUIPMENT

Page 3 of 3

LESSOR LEASING CONCEPTS, INC.

LESSEE AUTOMETRIC, INC.

ADDRESS 5205 LEESBURG PIKE  
FALLS CHURCH, VA 22041

<u>QUANTITY</u>	<u>MANUFACTURER</u>	<u>DESCRIPTION/MODEL</u>	<u>SERIAL NO</u>
20	Monarch	Conference Chairs, 23 $\frac{1}{2}$ "Wx25 $\frac{1}{2}$ "x30 $\frac{1}{2}$ -33 1/3"H, AH - 23 $\frac{1}{2}$ "-26 $\frac{1}{2}$ ", "Spice Essex" #5515	
1	Egan Visual	Visual Aid Cabinet, 48"x48" Opens to 8' Dark Oak	
2	Claridge	LCS White Porcelain Enamel Writing Surface 4'x12', Dark Oak, 207A(Modified)	
2	Monarch	Secretarial Chair, 19 $\frac{1}{2}$ "Wx21"Dx31-34"H "Spice Essex" #5515,/X625-108-53	
2	Monarch	Sled Base Arm Chair, 22 3/4"Wx25"Dx33"H "Spice Essex" #5515,/X377-069-00	
1	Executive	Bookcase, 48"H, Medium Oak, N-48	
1	St. Timothy	Executive Swivel/tilt Chair, Chromcraft "Mauve Grey Andes" #3198,/S-949 ST w/05 Base	
2	St. Timothy	Guest Chair, Chromcraft "Mauve Grey Andes" #3198 S-960	

"together with all parts, accessories, attachments, substitutions, repairs, improvements and replacements."

512 163



*ITT Commercial Finance Corp.*

April 13, 1987

100 Walnut Avenue, Suite 305  
P.O. Box 885  
Clark, NJ 07066  
Telephone (201) 388-3188

Clerk of the Circuit Court  
of Anne Arundel County  
5 Church Circle (P.O. Box 71)  
Annapolis, MD 21404

Gentlemen,

Please file the attached document(s) and return the duplicate copy thereof or Filing Release - with proof of filing to us at the address shown above.

RE: Autometric, Inc.

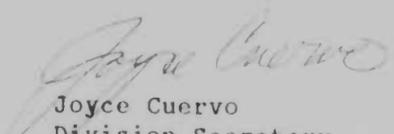
We are enclosing a check in the amount of \$16 50 for one UCC-1 filing.

If your office is not the proper place for filing the document submitted herewith, please return it to us with your instructions.

Thank you for your cooperation.

Very truly yours,

ITT COMMERCIAL FINANCE CORP.

  
Joyce Cuervo  
Division Secretary

(0011W)

512 188

267575

FINANCING STATEMENT

Amount \$1,450-

XX subject to recordation tax  
Filing Fees: \$22.00  
A.A. Circuit Court

1. Name of Debtor(s): JAMES A. Taylor  
Address: P.O. Box 75  
Pasadena, Md. 21122

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

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

RECORD FEE 11.00  
RECORD TAX 10.50  
POSTAGE .50

RECORDED COPY T14511  
MAY 12 87

4. This Financing Statement covers the following types (or items) of property:  
John Deere RX75 Tractor Ser.# MORX75X928634  
FS 62 AVR Brush Cutter Ser.# 14879455

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

The above-described goods are affixed or to be affixed to:

Debtor(s):

X *James A. Taylor*  
James A. Taylor

Secured Party:

Annapolis Banking & Trust Co.  
(Type Name of Dealership)

By

*Karen Q. Trettin*  
KX (Authorized Signature)

Karen Q. Trettin Branch Officer  
(Type Name and Title)

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

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

11-  
1050

197258

Unfiled

BOOK 512 PAGE 107 267576

Not to be recorded in  
Land Records

Subject to Recordation Tax:  
Principal Amount is \$1,000,000

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

DATE: May 7, 1987

FINANCING STATEMENT

- 1. Debtor: R & H JOINT VENTURES  
Address: 1993 Moreland Parkway  
Annapolis, Maryland 21401
- 2. Secured Party: HOME FEDERAL SAVINGS BANK  
Address: 122-128 West Washington Street  
P.O. Box 1179  
Hagerstown, Maryland 21741
- 3. This Financing Statement covers:

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

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

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

116 - 50



BOOK 512 PAGE 165

installed therein; and

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

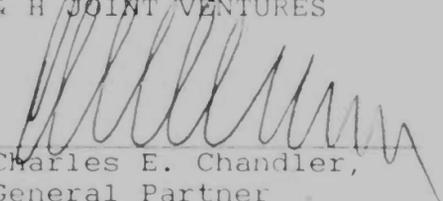
- 4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to RICHARD W. PHOEBUS and THOMAS B. FRAME, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing an indebtedness owed by the Debtor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

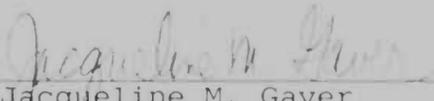
DEBTOR:

SECURED PARTY:

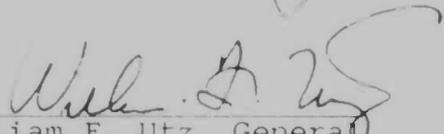
R & H JOINT VENTURES

HOME FEDERAL SAVINGS BANK

BY   
 Charles E. Chandler,  
 General Partner

BY   
 Jacqueline M. Gaver,  
 Assistant Vice President

BY   
 William K. Forthofer,  
 General Partner

BY   
 William F. Utz, General  
 Partner

R&HFS44.190 S4

## SCHEDULE A

BOOK 512 PAGE 169

Beginning for the same on the south side of Ashton Road, 80 feet wide, as shown on the plat entitled Block "A" Baltimore Commons Business Park, recorded among the Plat Records of Anne Arundel County, Maryland as Plat No. 3642, in Book 69, Page 17; said place of beginning being designated No. 1, as shown on the plat entitled Block "E" Parcel "C" Baltimore Commons Business Park, dated July, 1982, recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland; said place of beginning also being designated No. 3 as shown on the plat entitled Block "E" Parcel "A", Baltimore Commons Business Park, recorded among the Plat Records of Anne Arundel County, Maryland as Plat No. 3300, in Book 82, page 25; thence from said place of beginning, binding on the outline of the plat of Block "E" Parcel "C" and binding on the outline of the plat of Block "E" Parcel "A" (1) South  $01^{\circ} 38' 57''$  East 296.66 feet to intersect the north outline of the plat entitled Block "E" Parcel "B" Baltimore Commons Business Park, recorded among the Plat Records of Anne Arundel County, Maryland as Plat No. 4336 in Book 83, page 11, thence binding on a part of said last mentioned line and binding on the outline of the plat of Block "E" Parcel "C" (2) South  $83^{\circ} 21' 03''$  West 204.89 feet, thence continuing to bind on the outlines of the plat of Block "E" Parcel "C" the five following lines viz: (3) North  $01^{\circ} 22' 04''$  West 109.33 feet, (4) North  $64^{\circ} 14' 46''$  West 275.00 feet, (5) North  $16^{\circ} 44' 17''$  East 29.63 feet to intersect the south side of Ashton Road, thence binding on said side of said Road, the two following lines, viz: (6) easterly by a curve to the right having a radius of 532.96 feet to the distance of 135.39 feet, said curve being subtended by a chord North  $73^{\circ} 21' 32''$  East 134.95 feet and (7) North  $33^{\circ} 21' 03''$  East 257.00 feet to the place of beginning.

Containing 2.820 Acres of land more or less.

512 170

FINANCING STATEMENT

267577

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 \$750,000.00 or so much thereof as may be advanced. THIS FINANCING STATEMENT IS NOT SUBJECT TO TRANSFER TAXES.

NAMES OF DEBTORS:

Stanley J. Krieger and  
Penny B. Krieger, his wife, and  
Harvey Blonder

ADDRESS:

Crofton Industrial Office Park  
Crofton, Maryland

NAME OF SECURED PARTY:

John Hanson Savings Bank, F.S.B.

TRUSTEES:

Gerald A. Cousino  
Charles A. Dukes, Jr.

RECORD FEE 15.00  
POSTAGE .50  
811904 0040 R01 114:54  
MAY 10 87

*Art*

ADDRESS:

11700 Beltsville Drive  
Beltsville, Maryland 20705

1. This Financing Statement covers the following items of property located on that certain piece or parcel of land more particularly described on Schedule A attached hereto and made a part hereof:

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

15 30

LAW OFFICES  
JOHN J DWYER  
9470 ANNAPOLIS ROAD  
SUITE 117  
LANHAM, MARYLAND 20706  
(301) 459-4000  
(301) 459-5600

- 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 16 Sec ONE Plat 1 CROFTON INDUSTRIAL OFFICE PARK 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: April 29, 1987

 (SEAL)  
Stanley J. Krieger

 (SEAL)  
Penny B. Krieger

 (SEAL)  
Harvey Blonder

AFTER RECORDATION, RETURN TO:

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

SCHEDULE A

18592

Lot numbered Sixteen (16) in the subdivision known as "SECTION ONE (1), PLAT 1, CROFTON INDUSTRIAL OFFICE PARK", as per plat thereof recorded in Plat Book 46 at plat 3 among the Land Records of Anne Arundel County, Maryland, being in the 2nd Election District of said County.

LAW OFFICES  
JOHN J DWYER  
9470 ANNAPOLIS ROAD  
SUITE 117  
LANHAM MARYLAND 20706  
(301) 459-4000  
(301) 459-5600



**FINANCING STATEMENT-UCC-1**

**Ford Motor Company**

This FINANCING STATEMENT is presented to a filing officer pursuant to the Uniform Commercial Code. 3. Maturity Date (if any) **267578**

1. Debtor(s) (Last Name First) and Address(es) <b>BOB BELL FORD, INC.</b> <b>7165 RITCHIE HWY NORTH</b> <b>GLEN BURNIE, MD 21041</b>	2. Secured Party(ies) and Address(es) Ford Motor Company 300 Renaissance Center P.O. Box 43316 Detroit, Michigan 48243 Attn: Finance Planning <b>CC068</b>
---	---

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

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

COINFINANCIAL F&E SYSTEM Processor and all current and after-acquired peripherals, supplies and accessories including but not limited to any printers, modems, tape or disk drives, communication lines, paper, magnetic tapes, ribbons, disk packs or diskettes, cabinets and all proceeds from the sale or other disposition thereof

*alt*

Documentary stamps to be purchased at time of filing \$ 50.14

Check  if covered:  Proceeds of Collateral  Products of Collateral covered Number of additional sheets presented

Filed with:

This instrument prepared by: Ford Motor Company

BOB BELL FORD, INC. (Debtor) Ford Motor Company (Secured Party)

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

322-242

FILING OFFICER COPY - ALPHABETICAL

Mail to sent to  
Ford Motor Company  
300 Renaissance Center  
P.O. Box 43316  
Detroit, Michigan 48243  
Attn: Finance Planning

Anne Arundel County

BOOK 512 PAGE 174

267579

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1 DEBTOR(S) and Address(es)</p> <p>E. J. Dwyer Co., Inc. 809 K. Barkwood Court Linthicum, Maryland 21090</p>	<p>2 SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore &amp; St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: <u>Ronald P. Anthony,</u> <u>Assistant Vice President</u></p> <p>Return to Secured Party</p>
---	---

3. This Financing Statement covers the following types (or items) of property:  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked

A All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Pl. Rep. Wholesale Plumbing (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 the debtors office furniture, fixtures and equipment now owned and here after acquired. (located at 809 K Barkwood Ct. 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 \$ 9,000.00

RECORD FEE 11.00  
RECORD TAX 53.00  
POSTAGE .50  
411529 0711 001 107:11  
MAY 13 97  
Prt

DEBTOR:  
E. J. Dwyer Co., Inc.  
(Type Name)  
By: Kathleen M. Stephens VP  
Kathleen Stephens, V.P.  
By: \_\_\_\_\_

SECURED PARTY:  
SIGNET BANK/MARYLAND  
By: Ronald P. Anthony  
Ronald P. Anthony, Assistant Vice President  
(Type Name)  
April 2, 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., Va., D.C., Pa.

Sent orig to SDAT

Mailed to Secured Party

11.63-50



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

3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of tangible personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the Land (as that term is hereinafter defined) or the improvements thereon (the Land and any improvements now or at any time hereafter thereon being hereinafter referred to collectively as "the Real Property"), and used or usable in connection with any present or future operation of the Land and now owned or hereafter acquired by the Debtor,

3.1.1. including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment security systems and all other equipment installed or to be installed or used or usable in connection with any present or future use or operation of the Real Property;

3.1.2. excluding (a) inventory and work in process, and (b) consumable goods, trade fixtures or other personal property owned by any tenant occupying any or all of the Real Property.

3.2. Any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (a) any temporary or permanent taking of any or all of the Real Property under the power of eminent domain, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, any or all of the Real Property.

3.3. Any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property or any portion

512 177

thereof, or any or all of the other property described in this Financing Statement.

3.4. Any and all rents, royalties, issues, profits, revenues, income and other benefits of the Real Property, or arising from the use or enjoyment of any or all thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general intangibles growing out of or in connection with any and all leases of the Real Property and any or all proceeds (cash and non-cash) thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately before the expiration of such terms.

3.5. Any and all leases and subleases, and any and all remedies thereunder, which may have been heretofore executed or which may be hereafter executed in connection with, or for, the use and occupation of any or all of the Real Property, and any and all extensions or renewals thereof, and any and all supplements and modifications thereto.

4. This Financing Statement gives notice of and perfects the security interests granted by the Debtor to or for the benefit of the Secured Party, under the provisions of a Deed of Trust of even date herewith by and between the Secured Party and the Debtor, evidencing a loan made by the Secured Party to the Debtor pursuant to the provisions of the Deed of Trust.

5. Proceeds and products of collateral, accessions and after-acquired property are covered hereunder.

6. The Land consists of all of that land, situate and lying in Anne Arundel County, which is described in the Deed of Trust and in Exhibit A attached hereto and made a part hereof.

Debtor:  
COLONY 7 MOTOR INN LIMITED  
PARTNERSHIP I, a Maryland  
limited partnership

Dated: May 8, 1987

By:   
Harold Pollin,  
General Partner

BOOK 512 PAGE 178

By: *Arthur C. Grant*  
Arthur C. Grant,  
General Partner

*Arthur C. Grant*  
*Trustee and Nominee*  
Arthur C. Grant,  
Trustee and Nominee

*Frieda C. Grant*  
*Trustee and Nominee*  
Frieda C. Grant,  
Trustee and Nominee

*Harold Pollin*  
*Trustee and Nominee*  
Harold Pollin,  
Trustee and Nominee

*Richard Pollin*  
*Trustee and Nominee*  
Richard Pollin,  
Trustee and Nominee

*William A. Grant*  
*Trustee and Nominee*  
William A. Grant,  
Trustee and Nominee

*Toba W. Grant*  
*Trustee and Nominee*  
Toba W. Grant,  
Trustee and Nominee

*Elaine Korn*  
*Trustee and Nominee*  
Elaine Korn,  
Trustee and Nominee

Mr. Clerk: Please return to:



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

512 179

Parcel 1

Exhibit A

BOUNDARY DESCRIPTION  
COLONY 7 MOTOR INN, INC.  
FOURTH ELECTION DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at an iron pipe at the beginning of the Eleventh or North 15 degrees 23 minutes 20 seconds East 505.17 foot line of a conveyance from Arthur V. Robinson and Melvin J. Berman, et al to Largo Incorporated by deed dated February 4, 1959 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 1272, Folio 464, thence binding on said Eleventh Line and also being the Southeast side of a service Road (Old Clark Road) and referring the courses of this description to the Maryland State Grid Meridian,

(1) North 15 degrees 19 minutes 54 seconds East 505.06 feet thence binding on part of the twelfth or North 49 degrees 51 minutes 35 seconds East 790.32 foot line of the last mentioned deed, and also being the Southeast side of a service road,

(2) North 49 degrees 50 minutes 48 seconds East 478.75 feet, thence running for three (3) new lines of division,

(3) South 46 degrees 46 minutes 58 seconds East 450.00 feet, thence

(4) South 43 degrees 13 minutes 02 seconds West 921.95 feet, thence

(5) North 46 degrees 46 minutes 58 seconds West 269.06 feet, to the point of beginning,

512 180

Page two

CONTAINING 9.182 acres of land more or less,

BEING all of the property of the conveyance from Largo Incorporated to Colony 7 Motor Inn, Inc. recorded among the Land Records of Anne Arundel County, Maryland in Liber 1426, Folio 356,

BEING part of the property of B-W Parkway Associates deed recorded among the Land Records of Anne Arundel County, Maryland in Liber 1730, Folio 527,

SUBJECT to Utility line rights-of-way of the Consolidated Gas, Electric, Light and Power Company, deed recorded in Liber ~~J.H.H. 817, Folio 101~~ and in Liber J.H.H. 913, Folio 543,

TOGETHER WITH full and free access to and egress from, and right to use a frontage road constructed in accordance with order passed January 25, 1955 in Civil Case No. 8034, in the District Court of the United States for the District of Maryland (titled U.S.A. Vs. Certain Parcels of Land in Anne Arundel County) and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.T.C. 998, Folio 66.

Commitment No.: S-6992  
(Rev. 3/12/87) N/A  
Policy Number \_\_\_\_\_  
Policy Number \_\_\_\_\_

(Schedule C continued)

512 181

Owned  
N/A  
Loan

Exhibit "A"

Parcel II

Beginning for the same at a point at the end of the third or South 46 degrees 46 minutes 58 seconds, East 450.00 foot line of the conveyance to Colony 7 Motor Inn, Inc., by deed dated September 23, 1970, recorded in the Land Records of Anne Arundel County, Maryland, in Liber 1426, Folio 356; thence leaving said point and running thru the lands described in the conveyance to B-W Parkway Associates by deed dated January 6, 1964 recorded in the Land Records of Anne Arundel County, Maryland in Liber 1730; Folio 527; for the following four courses and distances:

- (1) North 43 degrees 13 minutes 02 seconds East 5 feet; thence
- (2) South 46 degrees 46 minutes 58 seconds East 71 feet; thence
- (3) South 43 degrees 13 minutes 02 seconds West 335 feet; thence
- (4) North 46 degrees 46 minutes 58 seconds West 71 feet to a point on the fourth or South 43 degrees 13 minutes 02 seconds West 921.95 foot line of the aforesaid conveyance to Colony 7 Motor Inn, Inc.; thence running reversely along said fourth line of the said conveyance to Colony 7 Motor Inn, Inc. North 43 degrees 13 minutes 02 seconds East 330.00 feet to the point of beginning containing 0.5460 acres of land, more or less.

Exhibit "B"

BOOK 512 PAGE 152

Mr. Arthur C. Grant	<del>Colony 7 Motor Inn</del> <del>P.O. Box 71</del> <del>Annapolis Junction, MD 20701</del>	7301 PARK HEIGHTS AVE. BALTIMORE, MD 21208
Ms. Frieda C. Grant	7313 Park Heights Avenue Baltimore, MD 21208	
Mr. Harold Pollin	<del>The Sheraton Inn</del> <del>Portland Airport</del> <del>8235 N.E. Airport Way</del> <del>Portland, OR 97218</del>	2311 S.W. CEDAR ST. 7205
Mr. Richard Pollin	4610 Morgan Drive Chevy Chase, MD 20815	
Mr. William A. Grant	7207 Denberg Road Baltimore, MD 21209	
Ms. Toba W. Grant	7207 Denberg Road Baltimore, MD 21209	
Ms. Elaine Korn	The Irene Apartments 4701 Willard Chevy Chase, MD 20015	

Mailed to Secured Party

512 1-183 267581

### FINANCING STATEMENT

- 1  To Be Recorded in the Land Records at \_\_\_\_\_
- 2  To Be Recorded among the Financing 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 \$ 120,300.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County, Maryland

5 Debtor(s) Name(s) Ample Sheet Metal, Inc. Address(es) 7501 Connelley Drive  
Hanover, Maryland 21076

RECORD FEE 11.00  
RECORD TAX 83.50  
POSTAGE .50  
TOTAL 95.00

6 Secured Party Maryland National Bank Address Department Collateral Unit  
XXXXXXXXXXXXXXXXXXXX P. O. Box 871  
Attention Lisa Keller 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)

Debtor Ample Sheet Metal, Inc.  
By Frank A. Malle, Jr. (Seal)  
Type name and title of any Frank A. Malle, Jr.,  
President (Seal)  
By \_\_\_\_\_ (Seal)  
Type name and title of any

Secured Party Maryland National Bank  
By Harrell D. Copeland (Seal)  
Type name and title of any Assistant Vice President

### MARYLAND NATIONAL BANK

11 00  
843.50  
50

SCHEDULE A

512 12 184

1 - Engel M-LM-60-G Lin-O-Matic/Gripnail  
System, Serial No. 148-87

1 - ROUND0 Angle Bending Roll Model R4H,  
complete with standard equipment.  
Serial No. 863907

1 - Lockformer TDC Duplex Machine  
Serial No. 14D-TDC-2326

*F. A. M. J.*

FORM 512 8-1-85

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. C 777 R 01

Page No. 502-294

Identification No. # 23359

Dated 9/4/86

1. Debtor(s) { The North Arundel Hospital Association, Inc.  
Name or Names—Print or Type  
301 Hospital Drive Glen Burnie, MD 21061  
Address—Street No., City - County State Zip Code

2. Secured Party { Builders Leasing Company  
Name or Names—Print or Type  
10401 Grosvenor Place Rockville, MD 20852  
Address—Street No., City - County State Zip Code

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

4. Check Applicable Statement:

REGISTRY FEE 10.00  
POSTAGE .50  
MAY 14 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 checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: all property on the original UCC-1</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Assignee of Secured Party: Mellon Bank (East) National Association  
Four Mellon Bank Center  
Philadelphia, PA 19102

ATT: ROSE MASCIA ANTONIO (194-1700)

Mailed to Secured Party

Dated: February 24, 1987

Builders Leasing Company  
Name of Secured Party

Philip Friedman  
Signature of Secured Party

Philip Friedman, Treas. of Bresler & Reiner, Inc., Partner  
Type or Print (Include Title if Company)

TO BE }  
 NOT TO BE }  
RECORDED IN  
LAND RECORDS

SUBJECT TO }  
 NOT SUBJECT TO }  
RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF \$ **267582**

57-734  
A.A.

FINANCING STATEMENT

507 512 18

1. Debtor (s):  
Name or Names—Print or Type: Vertigo Systems International Inc.  
Address—Street No., City—County State Zip Code: 119 W. Pender St., Vancouver B.C. Canada V6B 1S5

2. Secured Party:  
Name or Names—Print or Type: HARBOR LEASING ASSOC.  
Address—Street No., City—County State Zip Code: 701 Cathedral Street, Baltimore, Maryland 21201

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

1 - Ricoh R-205 Facsimile s/n R256100330

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

RECORD FEE 11.00  
POSTAGE .50  
MAY 14 1978  
MAY 14 87

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):  
 [Signature]  
(Signature of Debtor)  
S M LAMB C.F.O.  
Type or Print  
VERTIGO SYSTEMS INTERNATIONAL  
(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 OFFICE: After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC., 701 Cathedral Street, Baltimore, Maryland 21201

11/30

[Signature]

512 187  
267583

TO BE } CROSS INDEXED IN LAND RECORDS  
 NOT TO BE }  
 SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_  
 NOT SUBJECT TO }

FINANCING STATEMENT

Elijah S. Galloway  
846 Balto Annapolis Blvd  
Severna Park, MD 21146  
1. Debtor(s):

ELIJAH S GALLOWAY  
Name or Names—Print or Type  
846 BALTO ANNAPOLIS BLVD SEV PARK 21146 MD  
Address—Street No., City - County State Zip Code

Catherine R. Galloway

CATHERINE R GALLOWAY  
Name or Names—Print or Type  
846 BALTO ANNAPOLIS BLVD SEV PARK 21146 MD  
Address—Street No., City - County State Zip Code

2. Secured Party:

SEARS ROEBUCK & COMPANY  
Name or Names—Print or Type  
6650 N RITCHIE HWY GREEN BELT, MD 21061  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).  
INSTALLED KITCHEN CABINETS, COUNTERTOPS AND RELATED ITEMS

RECORD FEE 15.00  
POSTAGE .50  
MAY 14 1987

4. If above described personal property is to be affixed to real property, describe real property.  
RESIDENTIAL DWELLING AT 846 BALTO ANNAPOLIS BLVD 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.

DEBTOR(S):  
Elijah S. Galloway  
X Elijah S. Galloway  
(Signature of Debtor)  
ELIJAH S GALLOWAY  
Type or Print  
X Catherine R. Galloway  
(Signature of Debtor)  
CATHERINE R GALLOWAY  
Type or Print  
Catherine R. Galloway

SECURED PARTY:  
Sears, Roebuck and Company  
(Company, if applicable)  
(Signature of Secured Party)  
J. D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:  
MAIL TO: 901 Security Blvd., Baltimore, Maryland 21207  
Name and Address

110  
17

WIK-P  
MAG-3

512 02188

267584

CROSS INDEX

TO BE  NOT TO BE } IN LAND RECORDS

SUBJECT TO  NOT SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_

FINANCING STATEMENT

Gladys V. Sillaman  
872 Claffy Ave.  
Gambrills, MD 21054

GLADYS V SILLAMAN  
Name or Names—Print or Type

872 CLAFFY AVE GAMBRIILLS MDCO MD 21054  
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 & Co.  
Name or Names—Print or Type

6650 N. KITCHIE HY. CLEW BURNIE MDCO MD 21061  
Address—Street No., City - County State Zip Code

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

KITCHEN CABINETS  
COUNTERTOP  
GAS RANGE

RECORD FEE 13.00  
POSTAGE .50  
MAY 14 1977

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

RESIDENTIAL DWELLING  
872 Claffy Ave Gambrills md MDCO 21054

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

Gladys V Sillaman  
(Signature of Debtor)

GLADYS V SILLAMAN  
Type or Print

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

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

SECURED PARTY:

Sears, Roebuck and Company  
(Company, if applicable)

SEARS ROEBUCK & Co.  
(Company, if applicable)

\_\_\_\_\_  
(Signature of Secured Party)

J. D. Mithouse-Credit Control 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

13.50

11-13-50  
P.A. Co.

512 190

267585

TO BE } CROSS INDEX  
 NOT TO BE } [REDACTED] IN LAND RECORDS

SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_  
 NOT SUBJECT TO }

FINANCING STATEMENT

Barbara L. Smith  
 1225 Cedarcliff Ln.  
 Glen Burnie, MD 21061  
 1. Debtor(s):

BARBARA L SMITH  
 Name or Names—Print or Type  
 1225 CEDARCLIFF LANE, GLEN BURNIE, MD 21061  
 Address—Street No., City - County State Zip Code

2. Secured Party:

SEARS ROEBUCK & COMPANY  
 Name or Names—Print or Type  
 6650 N RITCHIE HWY GLEN BURNIE, MD 21061  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). *Installed kitchen cabinets, custom countertops and related items and appliances.*

4. If above described personal property is to be affixed to real property, describe real property.  
*Residential Dwelling at: - 1225 CEDARCLIFF LANE GLEN BURNIE, MD. 21061.*

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.  
 7. Products of collateral  are  are not covered.

RETURN FEE 13.00  
 POSTAGE .50  
 811981 0777 801 11:31  
 MAY 14 87  
*AK*

DEBTOR(S):  
*[Signature]*  
 (Signature of Debtor)  
 BARBARA L SMITH  
 Barbara L. Smith  
 (Type or Print)  
 (Signature of Debtor)  
 \_\_\_\_\_  
 Type or Print

SECURED PARTY:  
 Sears, Roebuck and Company  
 (Company, if applicable)  
*[Signature]*  
 (Signature of Secured Party)  
 J. D. Althouse—Credit Central Oper. Mgr.  
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:  
**MAIL TO:** 6901 Security Blvd., Baltimore, Maryland 21207  
 Name and Address

13.50

#13.50  
HAG  
①

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 512 PAGE 190

Identifying File No. 267586

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Ronald Kauffman

Address 1110 Assault Drive Arnold MD. 21012

2. SECURED PARTY

Assigned To: KUBOTA CREDIT CORPORATION, USA

Name W. J. Richardson SOUTHEAST DIVISION

Address 6400 Sons Winsor Hill R 4444 SHACKLEFORD RD.

Dalton, GA. 31207 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 B620007 Tractor # 62816  
BC60-72 Power # 21290  
Woods DFE Rear blade # 13498

Name and address of Assessee

RECORD FEE 11.00  
#12004 1040 601 112:49  
MAY 14 87  
ECC# 50000-310043

*OK*

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Ronald Kauffman*  
(Signature of Debtor)

Ronald Kauffman  
Type or Print Above Name on Above Line

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

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

*W. E. Richardson, Pres.*  
(Signature of Secured Party)

William E. Richardson

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

11-5

512 194

267587

FINANCING STATEMENT FORM UCC-1

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

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 3/21/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. Filed with: Clerk of Circuit of Anne Arundel, County, Maryland

1. DEBTOR

Name Maryland Department of Transportation  
Address P.O. Box 8755, BWI Airport, Baltimore, Md. 21240

2. SECURED PARTY

Name The Kelly-Springfield Tire Company  
Address 800 Kelly Road, Cumberland, Maryland 21502

Person And Address To Whom Statement Is To Be Returned 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 Exhibit A attached hereto.

RECORD FEE 11.00  
MAY 14 87

*DA*

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

MARYLAND DEPARTMENT OF TRANSPORTATION

By Elizabeth L. Homer  
(Signature of Debtor)

Elizabeth L. Homer  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

THE KELLY-SPRINGFIELD TIRE COMPANY

By [Signature]  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11/00

512 112  
EXHIBIT A

Pursuant to an Installment Sale and Security Agreement (the "Agreement") dated March 31, 1987 between the Maryland Department of Transportation (the "Debtor") and The Kelly-Springfield Tire Company (the "Secured Party"), the Debtor grants to the Secured Party a security interest in all right, title and interest in Installment Sale Payments (as defined in the Agreement), contract rights, accounts and general intangibles of the Debtor as set forth in the Agreement.

The Debtor also grants a security interest in a Learjet (manufactured by Gates Learjet Corporation, model number 55, and registration number N55KS, including two (2) Garrett engines, model number TEE 731-3AR-2B, with serial numbers P94149 and P85138, each of which is 750 or more rated takeoff horsepower or its equivalent) (the "Learjet") and a Saab-Fairchild (manufactured by Saab Corporation, model number 340A, and registration number N44KS (the "Saab"), including two (2) General Electric engines, model number CT7-5A, with serial numbers GE-E-367271 and GE-E-367281, each of which is 750 or more rated takeoff horsepower or its equivalent, and two (2) Dowty Rotol propellers, model number R354/4-123-F/13, with serial numbers DRG/4645/86 and DRG/4647/86, each of which is capable of absorbing 750 or more rated takeoff shaft horsepower), together with all fixtures, equipment and other personal property located in or on the Learjet and the Saab as and to the extent pledged under the Agreement.

512 191

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 512 FOLIO 191 ON \_\_\_\_\_ (DATE)

1. DEBTOR

Name Maryland Department of Transportation  
Address P.O. Box 8755, BWI Airport, Baltimore, MD 21240

2. SECURED PARTY

Name The Kelly-Springfield Tire Company  
Address 800 Kelly Road  
Cumberland, MD 21502

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

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

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Fidelity and Guaranty Life Insurance Company 100 Light Street Baltimore, Maryland 21202</p>	

RECORDING FEE 10.00  
MAY 14 1987  
OK

Dated 3/31/87

*David E. Dohnal*  
(Signature of Secured Party)  
David E. Dohnal  
Type or Print Above Name on Above Line

10500

512 114

267589

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 3/31/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. Filed with: Clerk of Circuit Court of Anne Arundel, County, Maryland

1. DEBTOR

Name Maryland Department of Transportation  
Address P.O. Box 8755, BWI Airport, Baltimore, Md. 21240

2. SECURED PARTY

Name The Kelly-Springfield Tire Company  
Address 800 Kelly Road, Cumberland, Maryland 21502

Person And Address To Whom Statement Is To Be Returned 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 Exhibit A attached hereto.

RECORD FEE 11.00  
APR 13 1987  
MAY 14 87

*Handwritten initials*

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

MARYLAND DEPARTMENT OF TRANSPORTATION

By Elizabeth L. Homer  
(Signature of Debtor)

Elizabeth L. Homer  
Type or Print Above Name on Above Line

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

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

THE KELLY-SPRINGFIELD TIRE COMPANY

By R.J. Suggitt  
(Signature of Secured Party)

R.J. Suggitt  
Type or Print Above Signature on Above Line

*Handwritten 1100*

EXHIBIT A

Pursuant to an Installment Sale and Security Agreement (the "Agreement") dated March 31, 1987 between the Maryland Department of Transportation (the "Debtor") and The Kelly-Springfield Tire Company (the "Secured Party"), the Debtor grants to the Secured Party a security interest in all right, title and interest in Installment Sale Payments (as defined in the Agreement), contract rights, accounts and general intangibles of the Debtor as set forth in the Agreement.

The Debtor also grants a security interest in a Learjet (manufactured by Gates Learjet Corporation, model number 55, and registration number N55KS, including two (2) Garrett engines, model number TFE 731-3AR-2B, with serial numbers P94149 and P85138, each of which is 750 or more rated takeoff horsepower or its equivalent) (the "Learjet") and a Saab-Fairchild (manufactured by Saab Corporation, model number 340A, and registration number N44KS (the "Saab"), including two (2) General Electric engines, model number CT7-5A, with serial numbers GE-E-367271 and GE-E-367281, each of which is 750 or more rated takeoff horsepower or its equivalent, and two (2) Dowty Rotol propellers, model number R354/4-123-F/13, with serial numbers DRG/4645/86 and DRG/4647/86, each of which is capable of absorbing 750 or more rated takeoff shaft horsepower), together with all fixtures, equipment and other personal property located in or on the Learjet and the Saab as and to the extent pledged under the Agreement.

D22872

1

03/25/87

Dated 3/31/87

*David E. Dohnal*  
(Signature of Secured Party)

David E. Dohnal  
Type or Print Above Name on Above Line

1000

BOOK 512 PAGE 190

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-9  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_  
RECORDED IN LIBER 512 FOLIO 194 ON \_\_\_\_\_ (DATE)

1. DEBTOR

Name Maryland Department of Transportation  
Address P.O. Box 8755, BWI Airport, Baltimore, MD 21240

2. SECURED PARTY

Name The Kelly-Springfield Tire Company  
Address 800 Kelly Road  
Cumberland, MD 21502  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORDING FEE 10.00  
MAY 14 87



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

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Fidelity and Guaranty Life Insurance Company 100 Light Street Baltimore, Maryland 21202</p>	

Dated 3/31/87

*David E. Dohnal*  
(Signature of Secured Party)  
David E. Dohnal  
Type or Print Above Name on Above Line

1000

STATE OF MARYLAND

BOOK 512 PAGE 197

FINANCING STATEMENT FORM UCC-1

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

267591

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 3-27-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cajo/Callahan
Address 1501 Ritchie Hwy Arnold, MD 21012

2. SECURED PARTY

Name Exxon Company U.S.A. (A Div. of Exxon Corp.)
Address P.O.Box 2169
Houston, Texas 77001

RECORD FEE 11.00
#12017 GM 801 113-10
MAY 19 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)

"EXEMPT FROM RECORDATION TAX"

Any and all present and hereafter acquired inventory including, but not by way of limitation, motor oil, tires, batteries, and automotive accessories.

Any and all present and hereafter acquired accounts, notes receivable, chattel paper, contract rights, general intangibles, documents, instruments, security agreements, notes, checks, money, bank accounts, negotiable instruments and documents, choses in action, and lien rights.

CHECK THE LINES WHICH APPLY

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

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

XX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Handwritten Signature]
(Signature of Debtor)

Cajo/Callahan

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Handwritten Signature]

(Signature of Secured Party)

Exxon Company U.S.A.

Type or Print Above Signature on Above Line

11-

512 1985

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

Roll No. 485 Page No. 374  
Identification No. 256782 Dated 5/21/85

1. Debtor(s) { B & B Distributors, Inc.  
Name or Names—Print or Type  
105 N. Langley Rd Glen Burnie MD 21061  
Address—Street No., City - County State Zip Code

2. Secured Party { The Bank of Baltimore Commercial Loan Dept.  
Name or Names—Print or Type  
P.O. Box 896 Baltimore MD 21203  
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.)  AMENDMENT</p>

The above described debtor formally changed its name from "Baltimore Beauty & Barber Supplies, Inc." to "B & B Distributors, Inc."

Dated: April 1, 1987

The Bank of Baltimore

Name of Secured Party

*Michael T. Smith*  
Signature of Secured Party

Michael T. Smith, A.V.P.

Type or Print (Include Title if Company)

10

RECORD FEE 10.00  
812028 0040 R01 113:27  
MAY 14 87

BOOK 512 PAGE 100

267592

Buyer's (Debtor's) Name (Last name first) <b>Susan Steele</b>	Purchaser's Mailing Address <b>472 Ferry Pt. Rd., Annapolis, MD</b>	Zip Code <b>21403</b>
Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address <b>21403</b>	Zip Code
Seller's Name <b>Annapolis 4A Rental</b>	Seller's Address <b>1919 Lincoln Dr., Annapolis, MD</b>	Zip Code <b>21401</b>
Seller's Name	Seller's Address	Zip Code

BUYER'S SOC. SEC. NO. (First Signer) 217 46 3050

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

QTY	N=New U=Used	Manufacturer	MODEL	GOODS (Equipment)	Serial No.
1	N	JD	855	Tractor, MFWD turf tires, roll guard, tire chains, canopy,	M008550366635
1	N	JD	72	mid mower	
1	N	JD	54	Front blade	M02870X555233
1	N	JD	35	Blade	TY0035A3576
1	N	Ohio		Wagon Fressori spreader	

RECORD FEE 12.00  
POSTAGE .50  
MAY 14 1987

**FINANCING STATEMENT  
FOR FILING**

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

CHECK X ITEMS WHICH APPLY

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

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

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**  
PO Box 65090  
W. Des Moines, IA 50265

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

Mail to: **John Deere Company**  
P.O. Box 566 4949  
Syracuse, N.Y. 13201 13221

Debtor resides in Anne Arundel Co., MD (County) Note dated and signed 4/11/87 (Date) Debtor's Telephone No. (301)-268-9651 (State)

Susan W. Steel Susan W. Steele (Debtor's Signature) Annapolis 4A Rental (Seller's Name)  
Marshall K. Steel Marshall K. Steele (Debtor's Signature) D. L. Graham (Seller's Secured Party Signature)  
Dondl L. Graham, VP  
(Do not write below this line)

*Handwritten initials: WSO*

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 512 PAGE 200  
Identifying File No. 267593

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

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

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

This financing statement Dated October 24, 1986, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Sound Odyssey of Maryland, Inc., T/A Sound Odyssey  
Address Severna Park Mall, Severna Park, MD 21146

2. SECURED PARTY

Name CBS INC.  
Address 51 West 52nd Street  
New York, NY 10019

RECORD FEE 12.00  
#12034 090 RM 713434  
OCT 24 1986

AT

Person And Address To Whom Statement is To Be Returned 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 CHATTELS AND INVENTORY GENERALLY SOLD BY SECURED PARTY, OR WHICH BEAR TRADEMARKS OR LABELS WHICH ARE GENERALLY SOLD BY SECURED PARTY WHETHER OR NOT SUCH CHATTELS AND INVENTORY WERE PURCHASED BY DEBTOR FROM THE SECURED PARTY AND PROCEEDS THEREOF.

CHECK  THE LINES WHICH APPLY

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

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

XX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

X Richard Richman, President  
(Signature of Debtor)

Sound Odyssey of Maryland, Inc., T/A Sound Odyssey  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Robert M. Baker, Jr., CR/MGR  
(Signature of Secured Party)

CBS INC.

Type or Print Above Signature on Above Line

267594



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

MARYLAND FINANCING STATEMENT

(all information must be typewritten or printed in ink)

1. (Not to Be) (To Be) Recorded in the Land Records  
(strike inapplicable words)

2. The underlying secured transaction publicized by this financing statement is not subject in whole or part to the Maryland recordation tax.

3. Name and address of debtor(s) Maryland Capital Graphics, Inc. 2242 Bay Ridge Ave. Annapolis, Maryland 21403	4. Name and address of secured party Heidelberg Eastern Inc. 73-45 Woodhaven Blvd. Glenside, New York 11385
---	--

RECORD FEE 11.00  
POSTAGE .50  
MAY 14 1987

5. Name of assignee of secured party: ~~C.I.T. Corporation~~ The CIT Group/Equipment Financing, Inc.  
Address: 709 Westchester Ave., White Plains, New York 10604

6. This financing statement covers the following types (or items) of property:  
One- Polar paper cutter model 76 3D-F with all standard equipment.

Debtor not authorized to sell or otherwise dispose of or encumber the collateral.

CHECK [✓] AND COMPLETE THE FOLLOWING IF APPLICABLE

(If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" in "1", above, and complete the next sentence.) The above described goods are affixed or are to be affixed to: (describe real estate)

Proceeds of collateral are also covered.

Debtor(s) Maryland Capital Graphics, Inc. Secured Party Heidelberg Eastern, Inc.  
 By Theodore A. Buccho Title President By M. Krisher Asst. Secretary  
Theodore A. Buccho Mary Krisher  
 (On above line, type or print name(s) of person(s) signing) (On above line, type or print name of person signing)

(Mr. Clerk: Return to C.I.T. Corporation at address shown in 5. above)

11/50

BOOK 512 PAGE 202

267595

FINANCING STATEMENT

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

1. Name of Debtor(s): Business Marketing Incorporated  
 Address: 130 Holiday Court Suite  
 Annapolis, Maryland 21401

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

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

All accounts receivable

RECORDING FEE 11.00  
 POSTAGE .50  
 412035 0040 001 113:35  
 MAY 14 87

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): Business Marketing Incorporated

Earl C. Channel Pres.  
*Earl C. Channel Pres.*

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: *[Signature]*  
 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)

1150

267596

512 203

FINANCING STATEMENT

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

6. Debtor(s) Name(s) Address(es)  
 Jenkins Marine Motor Sales, Inc. 7328 Ritchie Highway  
Glen Burnie, Maryland 21061  
 T/A: Boatland and/or Jenkins Boatland

8. Secured Party Address P.O. Box 1661  
 PROVIDENT BANK OF MARYLAND Baltimore, MD 21203 1661  
 Attention: Thomas D. O'Brien

RECORD FEE 13.00  
 POSTAGE .50  
 MAY 14 87

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

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

*POB*

512 203

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records. A.A. County
- 3.  Not subject to Recodulation Tax.
- 4.  Subject to Recodulation 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 Recodulation Tax on the initial debt has been paid to \_\_\_\_\_.

5. Debtor(s) Name(s) Address(es)  
 Jenkins Marine Motor Sales, Inc. 7328 Ritchie Highway  
 T/A: Boatland and/or Jenkins Boatland Glen Burnie, Maryland 21061

6. Secured Party Address P.O. Box 1661  
 PROVIDENT BANK OF MARYLAND Baltimore, MD 21203 1661  
 Attention: Thomas D. O'Brien

RECORD FEE 13.00  
 POSTAGE .50  
 03/27 0940 H21 713439  
 MAR 24 87  
*PA*

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, acquired, given as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

H. 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.

I.  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 Jenkins Marine Motor Sales, Inc.  
 By: *Thomas D. O'Brien* (Seal) \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

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

1350

512 0-204

SCHEDULE A

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
BARETTA	162	NMHP23760787
BARETTA	191	NMHP23778D787
BARETTA	191	NMHP23781D787
BARETTA	191	NMHP237870787
BARETTA	191	NMHP23773D787

30082.50

267597

BOOK 512 OF 205

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 Geoffrey P. Warren t/a Postal Instant Press  
Address 2019 West Street Annapolis, MD 21401

2. SECURED PARTY

Name HOPKINS LEASING corp.  
Address 200 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) Rollem Mini 4 Numbering Machine

RECORD FEE 12.00  
POSTAGE .50  
MAY 13 11:40  
MAY 14 87

RA

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Geoffrey P. Warren  
(Signature of Debtor)

Geoffrey P. Warren  
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

AG Co.  
1252

12-50



267538

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 \$ 14,500.00 The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel Co.

5 Debtor(s) Name(s) Spirit Graphics Address(es) 960 Bennett Rd  
Arnold, MD 21012

6 Secured Party Maryland National Bank Address 80 Mountain Rd.  
Glen Burnie, MD 21061  
Attention Elaine J Stevens

RECORD FEE 13.00  
RECORD TAX 101.50  
POSTAGE .50  
MAY 14 3 11

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.

Spirit Graphics  
 x Shawna L Nethen (Seal)  
 Shawna L Nethen  
Jan F Nethen (Seal)  
 Jan F Nethen, Power of Attorney  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)

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.

*Handwritten:*  
 10/12/00  
 SD

MARYLAND NATIONAL BANK

Glen Burnie, Maryland 21061

Mountain Road Office



BOOK 512 PAGE 207

SCHEDULE A

1 - Gerber Scanner Serial #120135

Spirit Graphics

X *Shawna L. Nethen*

*Jan F. Nethen*

Jan F. Nethen, Power of Attorney

Amoroso  
Co.

UNIFORM COMMERCIAL CODE

267599 Uniform Law Reporter Form 1000  
N. W. Washington, D. C. 20001

BOOK 512 PAGE 208

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
KLUTH VICTOR KLUTH, SHARON	6615	BUNSTON RD	YENNA Delaware	MD 21061

Name of Secured Party or assignee	No.	Street	City	State
Griffith Consumers Company	2570	SCHUBER DR	CHERRY	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 P-46600T used no fan coils, Pipe some to existing  
Leads & return lines with additional coil for 2nd zone includes  
new wiring, wiring and valves, Use Pump Primary operating controls.  
Annual thermostat insulated floor jacket. Necessary wiring  
from existing electrical circuit

RECORD FEE 12.00  
POSTAGE .50  
#12458 1040 801 113453  
MAY 14 87

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)

Victor Kluth  
Victor Kluth  
Sharon Kluth  
Sharon Kluth

Griffith Consumers Company (Seal)  
(Corporate, Trade or Firm Name)

[Signature]  
Signature of Secured Party or Assignee

(Type or print name under signature)

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

12/50

12 50

267600

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
Boswell Roy Boswell Enola	690	Wright Chapel Rd	CRIDENT	MD 21113

Name of Secured Party or assignee	No.	Street	City	State
Spiffitt Business Company	2510	Whitely Dr	Chesley	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 112,000 BTU heat pump furnished 34,000 BTU low voltage  
air conditioning & 112 liquid air humidifier & one Emerson Electronic HP

RECORD FEE 12.00  
NOTARIAL .50  
817059 048 801 713254  
MAY 14 87

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)

Roy F. Boswell, Jr  
Roy F. Boswell, Jr  
Enola G. Boswell  
Enola G. Boswell

Spiffitt Business Co (Seal)  
(Corporate, Trade or Firm Name)

Signature of Secured Party or Assignee

(Type or print name under signature)

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

17.50

12.50

EQUIPMENT IS LEASED.

STATE OF MARYLAND FILED FOR INFORMATION PURPOSES.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 267601

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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

RECORD FEE 11.00
POSTAGE .50
#12063 (24) 101 713458
MAY 14 87

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

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

4. This financing statement covers the following types (or items) of property: (list)
One complete lot of furniture, fixtures and equipment located at:
Wendy's Old Fashioned Hamburgers
23 I Street, S.W.
Washington, D.C. 20003

Collateral more fully described on Exhibit A, made a part herof and attached hereto.

CHECK [ ] THE LINES WHICH APPLY

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

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

[X] (Proceeds of collateral are also covered)
[ ] (Products of collateral are also covered)

DavCo Food, Inc.

MetLife Capital Credit Corporation

[Signature]
(Signature of Debtor)

Ronald Kirstien President
Type or Print Above Name on Above Line

[Signature]
(Signature of Secured Party)

(Signature of Debtor)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

Handwritten marks: 11 and 50

512 03211

EXHIBIT A

Equipment Location: Wendy's Old Fashioned Hamburgers  
23 I Street, S.W.  
Washington, D.C. 20003

Fire Protection  
Menuboards  
Wasserstrom Equipment Pkg.  
Wasserstrom Smallwares  
Intercom System  
Beverage System  
Cash Registers  
Power Surges  
Lockers  
Bun Freezer  
Walk-In Cooler Freezer  
Calico Smallwares  
Exhaust Hoods & Fans  
Hook-Up Refrigeration  
Ice Machine  
Decor Package  
Chicken Fryer Equipment  
Ceiling Fans  
Rail System  
Chairs & Freight  
Chicken Warmer (2)  
Lettuce King  
Carpet  
Theater Sign  
Poster Stand  
Safe  
3 Trim Tills  
Washer & Dryer  
Locks  
Shelves

Anne Arundel \$11.50  
Recordation Tax \$140.00

267602

512 212

File No. ....  
Record Reference:  
Liber..... Folio.....

**FINANCING STATEMENT**

Not subject to Recordation Tax. To Be Recorded in The Land Records  
(For Fixtures Only).  
XXX Subject to Recordation Tax on prin-  
cipal amount of \$20,000.00

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

1. The name(s) and address(es) of the Debtor(s) is(are)

<u>Name of Debtor</u>	<u>Address</u>
COLUMBIA GROUNDS MANAGEMENT, INC.	8009 E Old Jessup Rd. Anne Arundel County Jessup, Maryland 20794

2. The name and address of the Secured Party (or Assignee) is:  
THE CITIZENS NATIONAL BANK  
Fourth and Main Streets  
Laurel, Maryland

to which this Statement should be delivered after it is recorded and from which addi-  
tional information may be obtained.

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

- |   |  |            |        |
|---|--|------------|--------|
| 1 | EXCEL Hustler 340 Range Wing, Ser # 46/63600 w/ Wing Attachments | RETURN FEE | 11.00  |
| 1 | RANSOME Bobcat 36" Mower Ser # 000366                            | RECORD TAX | 140.00 |
| 1 | RANSOME Bobcat 48" Mower Ser # 000516                            | POSTAGE    | .50    |
| 2 | TORO 21" commercial mowers Ser# N/A                              |            |        |

4. The collateral property is affixed or to be affixed to or is to be crops on the follow-  
ing real estate: (Describe - include house number and street or block reference where  
applicable).

0000 201 114:00  
MAY 14 87  
*AD*

5. XX Proceeds)  
Products) of the collateral are also specifically covered.

<u>Debtor</u>	<u>Secured Party (Assignee)</u>
COLUMBIA GROUNDS MANAGEMENT, INC.	THE CITIZENS NATIONAL BANK

By: *Brian W. DeVan*  
Brian, W. DeVan, president

By: *J. E. Harrison*  
J. E. Harrison, V.P.

By: .....

Type or print all names and  
titles under signatures.

*11 140 50*

BOOK 512 PAGE 213

REGISTRE, INC. BOX 21023  
MINNEAPOLIS, MN 55421

#3188-5  
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. 257633

RECORDED IN LIBER 487 FOLIO 371 ON 7/30/85 (DATE)

1. DEBTOR

Name JDS, Inc.  
Address 201 Balto.-Annapolis, Blvd., Severna Pk., MD 21146

2. SECURED PARTY

Name L&J Leasing Company  
Address 600 Reisterstown Road  
P.O. Box 21472  
Balto. Md. 21208  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

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

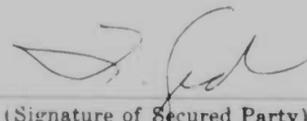
CHECK  FORM OF STATEMENT

<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>

RETURN FEE 10.00  
POSTAGE .50  
212089 040 RD1 T14:06  
MAY 14 87

W2

Dated 4/20/87

  
(Signature of Secured Party)  
F. Jed

Type or Print Above Name on Above Line

115.50

512 214

267603

Debtor or Assignor Form

DEALER CONTRACT  
FINANCING STATEMENT

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

Name of Debtor

David L. Miller

Address

5272 Chalk Point Road  
West River, Md. 20778

SECURED PARTY (OR ASSIGNEE)

First National Bank of Maryland —Address: P.O. Box 17292, Baltimore, Md. 21203

Attach separate list if necessary

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

- (1) Used 1969 Case 450 Dozer  
Serial # 3041214

RECORD FEE 11.00  
 POSTAGE .50  
 112977-040801 11-14-87  
 MAY 14 87

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

*[Handwritten initials]*

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)

*[Handwritten signature of David L. Miller]*

David L. Miller

Secured Party (or Assignee)

*[Handwritten signature of Ronald L. Bordeaux]*

Ronald L. Bordeaux

BY

*[Handwritten scribble]*

BOOK 512 PAGE 215  
267607

FINANCING STATEMENT

NOT SUBJECT TO RECORDATION TAX

Not subject to recordation tax

BY THE DEBTOR TO THE SECURED PARTY  
IN FULL PAYMENT OF THE DEBT  
HEREBY INCURRED BY THE  
DEBTOR

1. Name of Debtor(s): *CONSUMERS TRUST CO. INC.*  
Address: *PO BOX 343  
ANNAPOLIS, MD 20705*

2. Name of Secured Party: *THE ANNAPOLIS BANKING & TRUST CO.*  
Address: *PO BOX 311  
ANNAPOLIS, MD 20705*

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

RECORDATION FEE 11.00  
RECORDATION TAX 18.00  
POSTAGE .50

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

*1987 Oldsmobile Delta 800 "DELTA" MODEL NO 75  
SERIAL NO H 1111111111111111*

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

The above-described goods are affixed or to be affixed to:

413076 7040 801 714:15  
MAY 14 87

*AKH*

Debtor(s):

Secured Party:

*CONSUMERS TRUST CO. INC.*

*THE ANNAPOLIS BANKING & TRUST CO.*  
(Type Name of Dealership)

*[Handwritten Signature]*

By *[Handwritten Signature]*  
(Authorized Signature)

*John Paul Kuchler, ASST. VICE PRES.*  
(Type Name and Title)

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

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

*11/378 -50*

512 216

267605

FINANCING STATEMENT

MAXIMUM COST \$34,000.00  
Not subject to recordation tax  
\$ 252.50 AND TO THE  
TRUSTEES COUNCIL (MAY 14 1937)

1. Name of Debtor(s): GREENVILLE TRACT AUTO, INC.  
Address: P.O. BOX 243  
GREENVILLE, MARYLAND 21765

2. Name of Secured Party: THE ANAPOLIS BANK AND TRUST CO.  
Address: P.O. BOX 211  
ANNAPOLIS, MARYLAND 21404

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

4. This Financing Statement covers the following types (or items) of property:  
1975 MERCEDES-BENZ W124, SERIAL NUMBER B6-5675, MAKE 30 AND

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

RECORD FEE 11.00  
RECORD TAX 235.00  
POSTAGE .50  
MAY 14 1937  
Dnt

Debtor(s):

Secured Party:

GREENVILLE TRACT AUTO, INC.  
*[Signature]*  
Secy-Treas

ANAPOLIS BANK AND TRUST CO.  
(Type Name of Dealership)

*[Signature]*  
By (Authorized Signature)

John Paul Kuch, ASSISTANT VICE PRESIDENT  
(Type Name and Title)

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

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

11-  
235.50

512 1987 217

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)  
The Cece Corporation  
1400 Kensington Road  
Oak Brook, IL 60522

2 Secured Party(ies) and address(es)  
Citicorp Industrial Credit, Inc.  
(as Agent ("Agent") for the  
Institutions ("Banks") set forth  
on Exhibit B, attached hereto),  
200 South Wacker Drive  
Chicago, Illinois 60606

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

RECORD FEE 26.00  
POSTAGE 50  
TOTAL 26.50

4 This statement refers to original Financing Statement No. 265214 Dated  
Date filed: December 11, 19 86 Filed with Clerk of Court, Anne Arundel County, MD 19 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.

Exhibit A that was filed with original Financing Statement No. 265214, Book 506, Page 47/50 on December 11, 1986, with Clerk of Court, Anne Arundel County, MD is hereby replaced by Exhibit A attached hereto.

The Cece Corporation

*Nicole S. Williams*  
Signature of Debtor if an Amendment  
Nicole S. Williams, Vice President  
Dated: 19 87

Citicorp Industrial Credit, Inc., as Agent  
By: *David J. Henning*  
Signature(s) of Secured Party(ies)

UNIFORM COMMERCIAL CODE - ALPHABETICAL

UCC-3

105 50

512 218

EXHIBIT A  
TO  
FINANCING STATEMENT

Debtor:

The Ceco Corporation  
1400 Kensington Road  
Oak Brook, Illinois 60522

Secured Party:

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

DESCRIPTION OF COLLATERAL

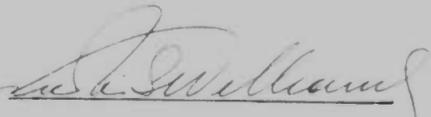
All of the following property, or interests in property, of Debtor, whether now owned or existing or hereafter acquired or arising and wheresoever located: cash, accounts, inventory, parts and spare parts, components, supplies, materials, work-in-process, raw materials, any returned and repossessed property, goods, guaranties, options, warranties, choses in action, causes of action, claims, contract rights, customer and supplier contracts, firm sale orders, chattel paper, notes (including, without limitation, notes receivable arising from sales of real as well as personal property), acceptances, instruments, documents, rights to payments, all forms of obligations owing at any time to the Debtor, rights in warehouse receipts or documents of any kind in respect of any of the foregoing, general intangibles (including, without limitation, rights, interests, goodwill, inventions, designs, secrets, service marks, trademarks, trademark applications, tradenames, trade secrets, patents, patent applications, registrations, copyrights, permits, licenses, franchises, customer lists, tax refunds, tax refund claims, reversionary interests in pension and profit sharing plans), leasehold and subleasehold interests in real and personal property, all right, title and interest under leases, subleases, licenses and concessions and other agreements relating to real and personal property (including, without limitation, all rents, issues and profits), rights and claims against third parties including carriers and shippers, rights to indemnification and security interests or other security held by or granted to Debtor to secure payment of Debtor's accounts, corporate or other business books and records (including, without limitation, customer lists, correspondence with present or prospective suppliers, advertising materials and telephone exchange numbers as identified in such materials, credit files, computer programs, printouts and other computer

materials and records), any plans and specifications pertaining to any real property or any structure thereon (including, without limitation, mechanical, structural and electrical performance standards, appraisals, engineering, soil and other reports relating to any of the Debtor's real property or any structure thereon), and all other personal property or interests in personal property (other than equipment and fixtures) together with all accessions to, substitutions for, and all replacements, products and proceeds of the foregoing (including, without limitation, any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Debtor from time to time with respect to any of the foregoing, any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental agency, any and all other amounts paid or payable to Debtor with respect to any of the foregoing).

DEBTOR:  
THE CECO CORPORATION

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

BY:



Nicole S. Williams, Vice President

BY:



512 221

EXHIBIT B  
TO  
FINANCING STATEMENT

Debtor:

The Ceco Corporation  
1400 Kensington Road  
Oak Brook, Illinois 60522

Secured Party:

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

Banks

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

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

267607

512 11 221

The FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented: \_\_\_\_\_

The Debtor is a transferee entity.

1. Debtor(s) Last Name First and Address(es)  
 PATRICIA A. BATTEN  
 FREDERICK E. BATTEN  
 107 N. LINDEN STREET, APT  
 LEBANON, PA 17042

2. Secured Party(ies) Name(s) and Address(es)  
 OPEN TREE ASSOCIATES, INC.  
 2000 QUINN BLVD., SUITE 200  
 WASHINGTON, PA 15390

3. Filing Office, Date, Time, No. Filing Office

4. This Financing Statement covers the following types of items of property:  
 ALL RIGHTS  
 AS TO ALL REAL & PERSONAL PROPERTY  
 AND ALL OTHER RIGHTS AND INTERESTS INCLUDING BUT NOT LIMITED TO THOSE SPECIFIED ON THE MANUFACTURED HOME PRODUCT OR THE COLLATERAL ARE ALSO COVERED

5. Accrue(s) of Secured Party and Address(es)  
 [Signature]

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

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

8. Describe Real Estate Here: \_\_\_\_\_

9. Name of 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:  
 Consignor(s) and Consignee(s), or  
 Lessor(s) and Lessor(s).

PATRICIA A. BATTEN      FREDERICK E. BATTEN      OPEN TREE ASSOCIATES, INC.

By: *Patricia A. Batten*      *Frederick E. Batten*      *Isabel Manfredi*  
 Signature(s) of Debtor(s)      Signature(s) of Secured Party(ies)  
 (Required only if Item 10 is checked)

(B) FILING OFFICER COPY - NUMERICAL  
 (B) 11 30      STANDARD FORM - FORM UCC-1 - Approved by Secretary of Commonwealth of Pennsylvania

ADD: 512 W. 222

2676-8

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

No. of Additional Sheets Presented: \_\_\_\_\_

3.  The Debtor is a transmitting utility.

4. Filing Office (Date): \_\_\_\_\_ (Date): \_\_\_\_\_ (Filing Office): \_\_\_\_\_

1. Debtor(s) (if Name, Firm, and Address(es))  
 PATRICIA M. TYLER  
 4766 SANDS RD HARWOOD MD 20776

2. Secured Party(ies) Name(s) and Address(es)  
 GREEN TREE ACCEPTANCE INC.  
 2200 OPITT BLVD J 4245 WOODBRIDGE, VA 22191

5. The Financing Statement covers the following type(s) of real estate:  
 1987 HOLLY PARK FORREST PARK  
 70 X 14 SERIAL # 10022  
 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANANCES THEREIN AND THERE TO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S  PRODUCTION/DEFERRED PURCHASE AGREEMENT AND/OR RETAIL  
 8. Describe Real Estate Here: \_\_\_\_\_  
 This statement is to be indexed in the Real Estate Records.

6. Acceptor(s) of Secured Party and Address(es)  
 812014 COW RD TIGARD OR 97138  
 MAY 18 1978  
 [Signature]

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

9. Name of a Record Owner: \_\_\_\_\_

No. & Street: \_\_\_\_\_ Town or City: \_\_\_\_\_ County: \_\_\_\_\_ Section: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate text):  
 which is proceeds of the original Collateral described above in which a security interest was perfected in  
 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:  
 Consignor(s) and Consignor(s), or  
 Lessor(s) and Lessor(s).

PATRICIA M. TYLER  
 [Signature]  
 Signature(s) of Debtor(s)

GREEN TREE ACCEPTANCE INC.  
 [Signature]  
 Signature(s) of Secured Party(ies)  
 (Required only if Item 10 is checked.)

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

USDA-FmHA  
Form FmHA 462-12  
(Rev. 9-6-78)

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

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

No. of additional sheets presented: 1

3. Maturity date (if any)

1. Debtor(s): (Last name first, and mailing address(es))  
BRANDYWINE II ASSOCIATES  
P.O. Box 4639  
Annapolis, MD 21403

2. SECURED PARTY  
UNITED STATES OF AMERICA  
acting through  
FARMERS HOME ADMINISTRATION  
300 S. New St. Rm. 1108  
Dover, DE 19901  
(County Office Address)

FOR FILING OFFICER ONLY  
(Date, time, number and filing office)

RECORD FEE 10.00  
M12001 0345 M1 112443  
MAY 14 87

4. This Statement refers to original Financing Statement No. 246213  
Filed with Anne Arundel County Date filed February 15 1983

- 5.  Continuation. The original financing statement between the foregoing Debtor(s) 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.  Partial Release Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. See attached legal description for parcel of land to be released

By: [Signature]  
UNITED STATES OF AMERICA  
Title: State Director  
FARMERS HOME ADMINISTRATION

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

15 00

**ALL**

THAT CERTAIN PART, PIECE and  
 parcel of land, located on the northerly side of Wilson Highway, east of and  
 adjacent to Apartment Complex known as Brandywine II Associates, south of and  
 adjacent to Apartment Complex known as Brandywine II Associates, west of and  
 adjacent to Apartment Complex known as Brandywine Associates, in The Town of  
 Millsboro, Lagsboro Hundred, Sussex County, Delaware, BEGINNING at an iron  
 pipe in northerly side of Wilson Highway at 30' wide, said point being a common  
 corner for parcel herein being described and Brandywine Associates property,  
 and further located along said northerly side of Wilson Highway, southwesterly  
 of the intersection of the westerly side of Monroe Street with the northerly  
 side of Wilson Highway, 225.16'; thence from said point of beginning along  
 said northerly side of Wilson Highway the two (2) following courses and dis-  
 tances: (1) by a curve to the left in a southwesterly direction having a radius  
 of 936.67' an arc distance of 21.60' to an iron pipe; (2) S 35° 53' 30" W 116.58'  
 to an iron pipe, a common corner for parcel herein described and Brandywine II  
 Associates; thence thereby the two (2) following courses and distances: (1)  
 N 34° 44' 13" W 346.72' to a concrete monument; (2) N 53° 22' 30" E 103.99'  
 to a concrete monument in line of lands of Brandywine Associates; thence  
 thereby S 41° 45' 00" E 206.54' to an iron pipe in said northerly right of  
 way of Wilson Highway; the point and place of BEGINNING. Containing within  
 said described metes and bounds 26,614.0066 square feet/0.6110 acres of land,  
 be the same more or less.

BEING a part of the lands conveyed to Brandywine  
 II Associates, a Maryland Limited Partnership, by Deed of Brandywine Associates,  
 a Maryland Limited Partnership, by Deed dated 11/19/82, and filed for record in  
 the Office of the Recorder of Deeds, and for Sussex County,  
 Delaware in Deed Book 1168.

LAW OFFICES OF Deeds, and for Sussex County,  
**Maul & Maul** page 289.  
 EAST MARKET STREET  
 GEORGETOWN, DELAWARE 19611

512 225

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) Cohee: Richard A. Sr. and Patricia A. 21-1 Queen Victoria Way Chester, MD 21619	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 INTEREST CHARGE \$134.25 MAY 14 87 WR
4. This statement refers to original Financing Statement bearing File No. <u>2609171iber496 page 100</u>		
Filed with <u>Anne Arundel</u> Date Filed <u>3-20</u> <u>1986</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.		
6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.		
7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.		
8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.		
9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10.		

No. of additional Sheets presented:

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

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

(By Filing Office Copy - not returned)

10.50

STANDARD FORM - FORM UCC-3

267609

512 MAY 22 1987

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): SAI PRODUCTIONS 1623 FOREST DRIVE SUITE 302 ANAPOLIS, MD. 21403	2. Secured Party(ies) and address(es): CREATIVE CAPITAL CORP. 277 FOREST AVENUE P.O. BOX 1765 PARAMUS, N.J. 07652	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office):
---	---	---

4. This financing statement covers the following type(s) or item(s) of property:  
All present and future receivables (whether accounts or general intangibles) and contract rights including all proceeds thereof and interest of debtor in any goods covered by such accounts and contract rights also proceeds.

No recordation tax applicable.

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

RECORD FEE 15.00  
POSTAGE .50  
MIDWAY ROAD RD 218430  
MAY 18 1987

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

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

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

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

By SAI PRODUCTIONS \_\_\_\_\_ Title \_\_\_\_\_

By CREATIVE CAPITAL CORP. \_\_\_\_\_ Title \_\_\_\_\_

Signature(s) of Debtor(s) \_\_\_\_\_ Signature(s) of Secured Party(ies) \_\_\_\_\_

STANDARD FORM - FORM UCC-1.

BOOK 512 PAGE 227

267610

### FINANCING STATEMENT

RECORD FEE 11.00  
POSTAGE 1.50  
MAY 15 1987

1.  To Be Recorded in the Land Records at \_\_\_\_\_  
2  To Be Recorded among the Financing Records at Clerk of the Court Of Anne Arundel Co.  
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 \_\_\_\_\_

*PA*

5. Debtor(s) Name(s): Coastal Documentation Service, Inc. Address(es) 914 Bay Ridge Rd. Suite 216 Annapolis, Md. 21403  
6. Secured Party: Maryland National Bank Address: Department Church Circle Post Office Box 887 Mailstop 500501 Baltimore, Maryland 21203  
Attention D.L. PHIPPS  
(Mr. Clerk Please return to Maryland National Bank as indicated in paragraph 6 above.)

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

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof
- B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof
- C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods
- D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof
- E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof
- F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof
- G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof
- H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate)  
Description of Collateral (or Real Property): (Continued on Schedule A)

Debtor: Coastal Documentation Service, Inc. Secured Party: Maryland National Bank  
By: Alfred C. Jacukiewicz, Pres. (Seal) By: D.L. Phipps (Seal)  
By: Nancy P. Weber, V. Pres. (Seal) By: D.L. Phipps, Branch Officer  
Type name and title

207-95 REV 1-86

**MARYLAND NATIONAL BANK**

11.50

THIS SCHEDULE A IS ATTACHED TO AND MADE A PART OF THE SECURITY AGREEMENT DATED May 14, 1987 BETWEEN MARYLAND NATIONAL BANK AND Coastal Documentation Service, Inc.

DOMORE SERIESEVEN SYSTEM

PANELS & PANEL RELATED COMPONENTS

Qty.	Description
12	186264F, Acoustic Panel 64"Wx62"H w/four receptacles
6	186248F, Acoustic Panel 48"Wx62"H w/four receptacles
1	186232F, Acoustic Panel 32"Wx62"H w/four receptacles
6	186232PT, Acoustic Panel 32"Wx62"H w/pass thru
14	186232BO, Acoustic Panel 32"Wx62"H w/base only
1	146216BO, Fabric Panel 16"Wx62"H w/base only
3	144224BO, Fabric Panel 24"Wx42"H w/base only
3	144224PT, Fabric Panel 24"Wx42"H w/pass thru
1	144232BO, Fabric Panel 32"Wx42"H w/base only
1	144232PT, Fabric Panel 32"Wx42"H w/pass thru
1	144264P, Fabric Panel 64"Wx42"H w/four receptacles

CONVENTIONAL FURNISHINGS

Qty.	Description
<u>Waiting Room</u>	
1	L.U.I. #7F-2024 Drum Table 20 1/2" diameter by 70" high
2	Jasper Seating #1202 Sled Base Arm Chair Medium Oak Frame
<u>General Office Area/Seating</u>	
13	Harter #4532 Secretarial Posture Chair Powder coated frame Loom Five nylon fabric
<u>General Office Area/Vertical File Cabinets</u>	
2	Metalstand #164F-TL (or #R164P-TL, for recessed pulls) Statesman Series Four drawer, legal w/thumblatch Add "H" for hanging frames

CONVENTIONAL FURNISHINGS

Qty.	Description
3	722306, Base Feed Wire Assembly
3	741500, Load Transfer Angles

Worksurfaces & Related Components

13	216030GC, 60x30 Worksurface w/grommet center
1	216030, 60x30 Worksurface w/760001R, w/two print slots w/760003L, w/two grommets w/GC & GR, (for printers)
12	214620GC, 46x20 Worksurface w/grommet center
1	213020GC, 30x20 Worksurface w/grommet center
13	741301, Worksurface Clips
1	246414, Straight Counter Top 62x14 (Reception)
13	472214, Overhead Shelves, 60"W
13	721248, Tasklight, 49"W
1	461215, Flipper Door Cabinet Fabric Front, 46"W (Reception)

DOMORE SERIESEVEN SYSTEM

WORKSURFACE & RELATED COMPONENTS

Qty.	Description
1	721224, Tasklight, 24"W
2	621518A, Box/File Suspended Drawer Unit w/lock
2	621506, Box Drawer
2	706007, Stationery Dividers
3	DPD-1, Pencil Drawer

Qty.	Description
<u>Nancy Weber's Office</u>	
Credenza Needed Scan or Similar	
<u>Al Jacukiewicz's Office</u>	
1	Highpoint #RPO-1872 Radius Series 72x20 Executive Credenza Finish: Medium Oak
<u>Lunchroom</u>	
1	Krueger #BB24BO-C Barron Series 60x30 Chrome T-Leg 1 1/2" self-edge laminate top
6	Krueger Matrix #1400 Stacking Chair w/polypropylene shell
<u>Conference Room</u>	
1	Krueger #BB24BO-C Barron Series 60x30 Chrome T-Leg 2 1/2" built-up edge Finish: Medium Oak Laminate
6	Jasper Seating #1202 Sled Base Arm Chair Medium Oak Frame

BOOK 512 PAGE 229

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

February 4, 1987

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. 245242, Liber 456, folio 409 Dated November 22nd 1983

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

DEBTOR OF DEBTORS (name and address):

NAME Jeffrey S. and Diana J. Patterson

ADDRESS 107 Clesston Road

Arnold MD 21012

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

NAVY FEDERAL CREDIT UNION  
Secured Party

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

ASSISTANT TREASURER  
(Title)

Mail 10

WL

267612

512 231

TO BE RECORDED IN THE  
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor: Thomas P. Prickett and Margaret E. Prickett  
Address: 406 Yantz Drive  
Severna Park, Maryland 21146
2. Secured Party: SECOND NATIONAL BUILDING & LOAN, INC.  
Address: P. O. Box 2558  
Salisbury, MD 21801  
ATTN: William F. Brooks, Jr.
3. This Financing Statement covers:

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

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

14/10

BOOK 512 PAGE 231

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 the development of the property as commercial office/warehouse space.

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

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

Debtor:

 (SEAL)  
Thomas P. Prickett

 (SEAL)  
Margaret E. Prickett

Dated: May 4, 1988

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

S355403P.MLS

512 THE 232

SCHEDULE "A"

BEING KNOWN AND DESIGNATED AS Lot C, containing 69,730 square feet as shown on a plat entitled "Administrative Lot Line Change, Resubdivision of B & C, Lot 3, Section 1, Plat Book 77, at plat 10, Severn Industrial Park", which plat is recorded among the Land Records of Anne Arundel County in Liber 3681, folio 171.

BEING KNOWN AND DESIGNATED AS the property known as "Scenic Easement", containing 35, 147 square feet as shown on a plat entitled "Administrative Lot Line Change, Resubdivision of B & C, Lot 3, Section 1, Plat Book 77, at plat 10, Severn Industrial Park:", which plat is recorded among the Land Records of Anne Arundel County in Liber 3681, folio 171.

BEING the same property conveyed to Thomas P. Prickett and Margaret E. Prickett from Gilman Limited Partnership by deed dated November 6, 1985 and recorded in liber 3995, folio 247 in the Land Records of Anne Arundel County, Maryland.

NOTE: The above described Scenic Easement is to be conveyed unto the State of Maryland at such time upon request.

35540SC.CTm

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Anne Arundel County Clerk of  
Circuit 233  
Identifying File No. 267613

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Giant Food Inc.  
Address 6300 Sheriff Road Landover, MD 20013

2. ~~XXXXXXXXXX~~ Lessor

Name CIS Corporation  
One CIS Parkway P.O. Box 4785  
Address Syracuse, NY 13221-4785

Person And Address To Whom Statement Is To Be Returned 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. Equipment located and described as per Attachment A\* and the proceeds thereof.
- 2. This UCC-1 is filed as a precaution and as a public notice that Lessor owns the equipment listed and has leased same to Giant Food Inc. pursuant to Equip. Sch. Ref. No. 81607 dtd. 1/15/87 to Master Equipment Lease Agreement dtd. 4/27/83.

Name and address of assignee  
[Signature]

NOT SUBJECT TO RECORDATION TAX

\*Attachment A must be signed by an officer of Giant Food Inc.

06F211-1003

CHECK  THE LINES WHICH APPLY

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

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

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

[Circular Stamp: APPROVED FOR FILING, DATE 3/25/87, SIGNATURE]

(Signature of ~~XXXXXX~~ Lessee  
Giant Food Inc.

Type or Print Above Name on Above Line

Robert W. Schoening  
(Signature of Debtor)

(Signature of Debtor)

Robert W. Schoening

Type or Print Above Signature on Above Line

[Signature]  
(Signature of ~~XXXXXXXXXX~~ Lessor)

(Signature of ~~XXXXXXXXXX~~ Lessor)

CIS Corporation

Type or Print Above Signature on Above Line

512 231

Attachment A to UCC-1 Form

LESSEE: Giant Food Inc. REF. # 81607

EQUIPMENT:

<u>QUANTITY</u>	<u>MANUFACTURER</u>	<u>MACHINE</u>	<u>MODEL/ FEATURE</u>	<u>SERIAL NUMBER</u>
1	IBM	3375	A01/8150	
3	IBM	3375	B01	

GIANT FOOD INC.

By: Robert W. Schermering

Title: Vice President Data Processing

Date: 3/26/87

*Robert W. Schermering*  
 3/26/87

EQUIPMENT LOCATION:

Rte 1 and Assateague Dr.  
Jessup, MD 20794

EAM/02/87

FORM 012 11-235

267614

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

3. Maturity Date: None

1A. Debtor(s): Dave's Boat Trailer Sales, Inc.	2A. Secured Party (ies): The CIT Group/Sales Financing, Inc.	Filing Officer (Date, time, number and filing office)
1B. Mailing Address(es): 434 Crain Highway Glen Burnie, MD 21061	2B. Address of Secured Party from which security information obtainable: P.O. Box 88178 Seattle, Wa 98188	

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

(i) All of the Debtor's present and hereafter acquired inventory, both new and used, and all equipment, accessories or replacement parts therein and thereof;

(ii) All of the Debtor's present and hereafter acquired accounts and contracts rights now or hereafter owing to the debtor;

(iii) General intangibles;

(iv) All chattel paper whether now owned or hereafter acquired by the secured party from the debtor; and

(v) Reserved and holdback payments and accounts now or hereafter owing to the debtor.

"NOT SUBJECT TO RECORDATION TAX"

Check  if covered;  Proceeds of Collateral are also covered;  Products of Collateral are also covered. No. of additional sheets attached

Filed with:  SECRETARY OF STATE;  County Clerk of Circuit Court - Annapolis, MD 21401

Dave's Boat Trailer Sales, Inc.  
 By David Davis, President  
Signature of Debtor(s)  
 DAVID DAVIS

The CIT Group/Sales Financing, Inc.  
 By Robert R. Campbell  
 Robert R. Campbell, Division MGR.

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM 1004

1150

FILE OFFICE - ALPHABETICAL

Return to:

Hyland Engineering  
 1123 N. Eustaw St.  
 Jackson Towers - #301  
 Baltimore, Md 21201



512 230

267615

Financing Statement

COPY FOR FILING

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

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Baltimore City  
Baltimore County; Anne Arundel

1. Debtor(s) NAME Street City State

GEBCO INSURANCE ASSOCIATES, INC.-8407 Harford Road-Baltimore, MD 21234  
(t/a CROWN PREMIUM FINANCE CO.)

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

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

Check  one or more boxes as applicable:

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

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

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

	Debtor(s) or Assignor(s)
Secured Party: <u>SOVRAN BANK/MARYLAND</u>	<u>GEBCO INSURANCE ASSOCIATES, INC.</u>
By: <u>Laurie E. Kettyle</u>	By: <u>Ramon F. Getzov</u>
Type Name <u>Assistant Vice President</u>	Name: <u>Ramon F. Getzov</u>
Title <u>Laurie Kettyle</u>	Title: <u>President</u>
	Type or Print Name and Title of Each Signature

SCHEDULE A  
ATTACHMENT TO FINANCING STATEMENT

All of the Receivables, Payments, accounts, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Borrower; all other obligations or indebtedness owed to the debtor from whatever source arising; all rights of the debtor to receive any payment in money or kind; all proceeds of any of the foregoing in any form, including cash, insurance proceeds, negotiable instruments and other evidences of indebtedness, chattel paper, security agreements and other documents; all of the debtor's right, title and interest in and to all unearned or returned premiums, loss payments and dividends which may become payable to the debtor or any insurance company or insured account debtor under the insurance policies described in any Premium Finance Agreement; all of the debtor's rights under any Premium Finance Agreement including, without limitation, such right, title and interest as may be assigned to the Secured Party; all additional amounts due to the debtor from any insurance company or insured account debtor irrespective of whether such additional amounts have been specifically assigned to the Secured Party; 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 books of account and documents related thereto; copyrights, trademarks, trade names, good will, trade secrets and patents now owned or hereafter acquired by the debtor; all customer lists and other documents containing the names, addresses and other information regarding the debtor's customers, subscribers or those to whom the debtor provides any services; computer tapes, programs, discs and other material or documents relating to the recording, billing or analyzing of any of the above; all computers, word processors, data processors, terminals, printers, switches, interfaces, work stations, sheet feeders, software, cables, discs, instructional material, connectors and all parts, accessories, additions, substitutions, options together with all property or equipment used in connection with any of the above or which are used to operate or cause to operate any features, special applications, format controls, options or software of any or all of the above-mentioned items.

Proceeds and products of all of the above are also covered by this Financing Statement as are any or all of the above now owned or hereafter acquired by the debtor.

The terms used herein shall have the same meanings as set forth in that certain Loan and Security Agreement between the Secured Party and the debtor.

2595J/031087

512 235

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256663

RECORDED IN LIBER 485 FOLIO 239 ON May 6, 1985 (DATE)

1. DEBTOR

Name abc Security Corporation

Address P.O. Box 337 184 Mayo Rd. Edgewater, Md. 21037

2. SECURED PARTY

Name Second National Building & Loan, Inc.

Address P.O. Box 2558 Salisbury, Md. 21801

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

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

CHECK  FORM OF STATEMENT

<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.)</p>

Dated 4/29/87

Joy J. Custis  
(Signature of Secured Party)

Joy J. Custis

Type or Print Above Name on Above Line

1050



STATE OF MARYLAND

Anne Arundel cty/MD

FINANCING STATEMENT FORM UCC-1

Identifying File No. 267616

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

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

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

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

1. DEBTOR

Name Annapolis Construction, Inc.
Address 3254 A Harness Creek Rd., Annapolis, MD 21403

2. SECURED PARTY

Name Valley Supply & Equipment Co.
Address 108 East Baltimore St., Funkstown, MD 21734

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

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

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

(1) Ingersoll-Rand Air Compressor Model P175WD, s/n 146002 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. proceeds of collateral also covered.

Name and address of Assignee: Ingersoll-Rand Financial Corp. 210 Goddard Blvd. King of Prussia, PA 19406

CHECK [X] THE LINES WHICH APPLY

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

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

[X] (Proceeds of collateral are also covered)

[ ] (Products of collateral are also covered)

Signature of Debtor: Dan Ch (Print)

Annapolis Construction, Inc. Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party: [Handwritten Signature]

Valley Supply & Equipment Co. (Signature of Secured Party)

Type or Print Above Signature on Above Line

11/50

AT

STATE OF MARYLAND

512 240

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 251658

RECORDED IN LIBER 472 FOLIO 297 ON April 16, 1984 (DATE)

1. DEBTOR

Name Raschke, Rupert T., Jr.

Address 1716 Farmington Ct. Crofton, MD 21114

2. SECURED PARTY

Name Key Capital Corp.

Address 57 River St. Wellesley Hills, MA 02181

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

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

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 April 15, 1987

Diane C. Retzky  
(Signature of Secured Party)

Diane C. Retzky  
Type or Print Above Name on Above Line

15 SD

STATE OF MARYLAND

BOOK 512 PAGE 241

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 251659

RECORDED IN LIBER 472 FOLIO 298 ON Apr. 16, 1984 (DATE)

1. DEBTOR

Name Helen L. Peake

Address 1716 Farmington Ct. Crofton, MD 21114

2. SECURED PARTY

Name Key Capital Corp.

Address 57 River St. Wellesley Hills, MA 02181

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

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

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

Dated April 15, 1987

*Diane C. Retzky*  
(Signature of Secured Party)

Diane C. Retzky  
Type or Print Above Name on Above Line

10.80

**SOVRAN BANK** NA

NOT SUBJECT OF RECORDATION TAX  
PRINT OR TYPE ALL INFORMATION

Financing Statement

BOOK 512 PAGE 363617

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 ARUND) \_\_\_\_\_

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.

Severn Companies, Inc.  
410 Severn Avenue, Suite 404  
Annapolis, Maryland, 21403

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

- ORIGINAL FINANCING STATEMENT  
The debtor(s) hereby grants to the secured party a security interest in the collateral described herein to secure all debts owed by debtor(s) to the secured party except as limited by separate written agreement.
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Sovran Bank, NA  
Commercial Loans, Suite 640  
8300 Greensboro Drive  
McLean, Virginia 22102

Name & address of Assignee

*RA*

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 associated with the United States Contract #N00600-87-D-0992 (LOGMARS) Award date December 22, 1986, including all amendments, modifications and additions.

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:

Severn Companies, Inc.  
Signature of Debtor if applicable (Date)  
*[Signature]*  
Jack Steere, President

Sovran Bank, NA  
Signature of Secured Party if applicable (Date)  
*[Signature]*  
Michael B. Saylor, AVP

267618

FORM 512 PAGE 2/3

maryland national bank

FINANCING STATEMENT

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

5 Debtor(s) Name(s) Address(es)

J. Monroe Chairs, Jr.  
T/A Four Chairs Farm  
4751 Mountain Rd.  
Pasadena, MD 21122

6 Secured Party Address

Maryland National Bank  
Attention Retail Finance Dept.

225 N. Calvert St.  
Balto., Md 21203

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

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

B *Contract Rights* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

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

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

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

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

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

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

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

J. Monroe Chairs, Jr. (Seal)  
J. Monroe Chairs, Jr. T/A Four Chairs Farm

Secured Party  
Maryland National Bank

C. Ann Abruzzo, AVP (Seal)  
C. Ann Abruzzo, AVP

Type name and title

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

12/30

BOOK 512 PAGE 244

MARYLAND NATIONAL BANK  
Frederick, Maryland 21722



Schedule A

1971 Case Track Loader Model D-1150

Serial # 7301363

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

BOOK 512 PAGE 245

FINANCING STATEMENT

DATE: April 27, 1987

267619

( XX ) Not Subject to Recordation Tax

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

NAME OF DEBTOR (S): Linda Ann Jansson

ADDRESS: 138 Spa Drive  
Annapolis, Maryland 21403

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:

One (1) COMPAQ Deskpro 386 Personal Computer Model 40  
One (1) MB RAM/Single 1.2-Megabyte Diskette Drive  
40-Megabyte Fixed Disk Drive  
COMPAQ Enhanced Keyboard  
COMPAQ Color Monitor and COMPAQ Enhanced Color Graphics Board

DEBTOR(S):

SECURED PARTY:

\_\_\_\_\_  
(Company Name)

ANNAPOLIS FEDERAL SAVING BANK

BY: Linda Ann Jansson  
Linda Ann Jansson

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

BY: Paul R. O'Connell  
(Authorized Signature)

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

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.)

W/S

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 March 30, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name THE CAMERA SHOP, INC.

Address Marley Station C-125, 7900 Governor Richie Highway, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name FIRST PENNSYLVANIA BANK N.A.

Address 1600 Market Street, Philadelphia, Pennsylvania 19101 Attn: CLDU

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

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

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

All machinery, equipment, furniture and fixtures now owned or hereafter acquired. All accounts receivable

CHECK  THE LINES WHICH APPLY

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

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

John S. Bogosian, President  
Type or Print Above Signature on Above Line

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

Type or Print Above Signature on Above Line

Robert V. Sammartino  
(Signature of Secured Party)

Robert V. Sammartino  
Type or Print Above Name on Above Line

Handwritten marks: "11" and a checkmark-like symbol.

512 267621

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

<p>1 Debtor's Last Name, First, and address(es):          Charles J White          7748 Kidwell Ct          Hanover MD 21076</p>	<p>2 Secured Parties and addresses:          ARMY AVIATION CENTER FEDERAL          CREDIT UNION          PO Drawer 8          Daleville AL 36322</p>	<p>3 Maturity date (if any):          For Filing Officer (Date, Time, Number, and Filing Office):</p>
<p>4 This financing statement covers the following types (or items) of property:          1987 Jason 1800 Boate #JAJ01400D787          1987 Johnson Motor 110 HP #7491849          1984 Triple Crown Trailer #TJ72B677H237          1987 Johnson Trolling #245164          2 Batteries          1 LCR Hummingbird Depth Finder 1 Cover          1 Spare Tire 1 Set of Ski Combo 1SST Prop Exchange 1 Tachometer</p>		<p>5 Assignee(s) of Secured Party and Address(es):</p>

6 Complete only when filing with Judge of Probate.  
The initial indebtedness secured by this financing statement is \$ 11100.00

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$  
This statement is filed without the debtor's signature to perfect a security interest in collateral (check X 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 X if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:  
Filed with: Clerk of Court Annadreindel County

*Charles J White*  
Charles J White  
Signature(s) of Debtor(s)

*Shirley Jackson*  
AACFCU  
Signature(s) of Secured Party(ies)

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.

Table with 2 columns: 1. DEBTOR(S) and Address(es), 2. SECURED PARTY. Includes Fred Pritt Homes, Inc. and The Paradies Distributing Co.

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...

- 4. Proceeds of collateral are covered hereunder.
5. This transaction is exempt from the recordation tax, (Md)
6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

SECURED PARTY:

FRED PRITT HOMES, INC. (Type Name)

THE PARADIES DISTRIBUTING CO.

By: Susan L. Gearhart (SEAL) SUSAN L. GEARHART, VICE-PRESIDENT

By: John M. ...

By: (SEAL)

March 10 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, VA, DC, PA - Inventory

Handwritten initials SD

FILING OFFICE LEASE DO NOT PHOTOCOPY THIS REVERSE SIDE  
Terms and Conditions of Security Agreement

510 240-A  
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 extensions 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.

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1 512 11E 240 Identifying File No. \_\_\_\_\_

Ans. 4/10/87  
CAEP  
1150

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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.  207823

This financing statement Dated 4/10/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J and R Bus Service, Inc.  
Address 8131 Oakwood Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name First Maryland Leasecorp  
Address 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

at

CHECK  THE LINES WHICH APPLY

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

XX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

J and R Bus Service, Inc.

Delores M. Chalfont  
(Signature of Debtor)

Delores M. Chalfont  
Type or Print Above Name on Above Line

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

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

First Maryland Leasecorp

W.R. Brown  
(Signature of Secured Party)

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

1150

SCHEDULE A

BOOK 512 PAGE 250

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 1HVLPHYN2HH474174 with a 9.0 diesel engine, and a 66 passenger  
Thomas school bus body.

Equipment Location: 8131 Oakwood Road, Glen Burnie, Maryland and various  
other locations.

D.M.C.  
Initials

            
Initials

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

512 251  
Identifying File No. 267624  
Anno Amstel Co  
Case 7  
#1250

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 267624

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

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

This financing statement Dated 4/15/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Robert C. Dick and Carol M. Dick (Individuals)  
Address 2256 Mt. Tabor Road, Gambrills, Maryland 21054

2. SECURED PARTY

Name First Maryland Leasecorp  
Address 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

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Robert C. Dick  
(Signature of Debtor)

Robert C. Dick - Individual  
Type or Print Above Name on Above Line

Carol M. Dick  
(Signature of Debtor)

Carol M. Dick - 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

W.R. Brown

SCHEDULE A

512 252

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) used 1983 International Model 1703 school bus s/n 1HVBA17B2DHA22959 with a 66 passenger Thomas school bus body.

One (1) used 1980 International Model 1723 school bus s/n BA172KHB22308 with a 66 passenger Blue Bird school bus body.

One (1) used 1979 International Model 1723 school bus s/n BA172JHB23632 with a 66 passenger Blue Bird school bus body.

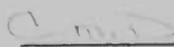
One (1) used 1978 International Model 1703 school bus s/n DO822HHB23920 with a 60 passenger Thomas school bus body.

One (1) used 1978 International Model 1703 school bus s/n DO822HHB29161 with a 60 passenger Thomas school bus body.

One (1) used 1974 International Model 1803 school bus s/n 13662DHA22110 with a 66 passenger Thomas school bus body.

Equipment Location: 2256 Mt. Tabor Road, Gambrills, Maryland and various other locations.

  
Initials

  
Initials

512 253

267774

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 Palmer, David M.

Address 8033 Clark Station Road Severn, MD 21144

2. SECURED PARTY

Name Washington Freightliner, Inc.

Address 201 Ritchie Road, Bldg. A Capitol Heights, MD 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.

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)

David M. Palmer

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

Credit Alliance Corporation

[Signature]  
(Signature of Secured Party)

Larry F Kimmel Asst. V.P.

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

CONDITIONAL SALE CONTRACT NOTE

Doc 512 Rec 254

TO: Washington Freightliner, Inc.
201 Manheim Road, Bldg. A Capitol Heights, MD 20743

FROM: David H. Palmer
6033 Clark Station Road Severn, MD 21144

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

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

One (1) 1979 Freightliner Model FL70B649 Tractor s/n CA13HB165105

Table with 2 columns: Item description and Amount. Items include CASH SALE PRICE (\$17,500.00), DOWN PAYMENT in Cash (\$2,000.00), UNPAID BALANCE, INSURANCE, OFFICIAL or DOCUMENTARY FEES, PRINCIPAL UNPAID BALANCE, FINANCE CHARGE, CONTRACT PRICE, and TIME SALES PRICE.

\* Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 6033 Clark Station Road, Severn, 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 \$18,003.60

being the above indicated Contract Price (hereinafter called the "time balance") in 24 successive monthly installments, commencing on the 24th day of May, 1987, and continuing on the same date each month thereafter until paid, the first 23 installments each being in the amount of \$750.15 and the final installment being in the amount of \$750.15 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 20% 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. 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, and 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: April 24, 1987
Accepted: Washington Freightliner, Inc. (SEAL)
(Print Name of Seller Here)

BUYER(S)-MAKER(S):
David H. Palmer (SEAL)
(Print Name of Buyer-Maker Here)

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

By: [Signature]
Co-Buyer-Maker: (SEAL)
(Print Name of Co-Buyer-Maker Here)

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

By:

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

HERE



BOOK 512 PAGE 25

267625

Check if applicable  TO BE RECORDED IN THE LAND RECORDS

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

XXXXXXXXXXXXXXXXXXXX

1. Debtor(s) Name (Last Name, First) Phipps Buick, Inc.	2. Debtor(s) Complete Address(es) 1797 West Street Annapolis, Maryland 21401
3. & 4. Secured Party(ies) and Complete Address(es) GENERAL MOTORS ACCEPTANCE CORPORATION 7310 Ritchie Highway Glen Burnie, Maryland 21061	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)

7. This financing statement covers the following type(s) for item(s) of property: (Describe)

1 Epic System Model # EP104232, 1 GM Cams Serial # 10345, A Display System Data Computer - 1 Model #9013 C.P.U. Interface ports, 2 Model # 6320 CRT, 1 Model # 6415 150 lpm System Printer, 1 Model # 5516 1200 Baud Modem - AMC, 1 Model # 5513 1200 Baud Model - Buick.

8a.  Proceeds are also covered. 8b.  Products of collateral are also covered. No. of additional sheets presented: 1

Filed with Circuit Court Clerk of Anne Arundel County County: Other \_\_\_\_\_

9. Transaction is ( ) or (X) (check which applies) subject to recordation tax imposed by Article 91, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ \_\_\_\_\_

10. This statement to be returned after recordation to Secured Party, shown above or to \_\_\_\_\_

Signature(s) of Debtor(s) Phipps Buick, Inc. <i>Wilson Phipps - Pres</i>	Signature(s) of Secured Party(ies) or Assignee(s) General Motors Acceptance Corporation <i>W. H. Hamilton, Jr.</i>
By: <u>Wilson Phipps</u>	By: <u>W. H. Hamilton, Jr.</u>

FILING OFFICER COPY

Type or Print Names Clearly Below Signature.

GMAC UCC1 90-4-74

NOT FOR PUBLICATION

11/80



512 257

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252105

RECORDED IN LIBER 677 FOLIO 707 ON APRIL 13, 1986 (DATE)

1. DEBTOR

Name WILLIAM H. STOTT AND ALICE STOTT

Address 775 HARMONY AVE, ARNOLD, MD 21012

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND, INC.

Address 24E DEFENSE ST., 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 13, 1987

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input 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>

CK

Dated APRIL 23, 1987

E.L. Connell  
(Signature of Secured Party)

E.L. CONNELL  
Type or Print Above Name on Above Line

10 50



512 105259

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252814

RECORDED IN LIBER 475 FOLIO 218 ON MAY 3, 1984 (DATE)

1. DEBTOR

Name BEVERLY A. COLBERT

Address 907 F ROYAL ST., ANNAPOLIS, MD 21401

2. SECURED PARTY

Name NORTHWEST FINANCIAL MARYLAND INC.

Address 24B DEFENSE ST., ANNAPOLIS, MD 21401

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

3. Maturity date of obligation (if any) MAY 3, 1986

CHECK  FORM OF STATEMENT

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

Dated APRIL 23, 1987

E.L. Connell  
(Signature of Secured Party)

E.L. CONNELL  
Type or Print Above Name on Above Line

1050

512-260

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254008

RECORDED IN LIBER 478 FOLIO 187 ON SEPTEMBER 21, 1984 (DATE)

1. DEBTOR

Name MICHAEL T. AISCUITH AND DAWN J. AISCUITH

Address 321 OAKWOOD RD., EDGEWATER, MD 21037

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING, INC.

Address 24B DEFENSE ST., ANNAPOLIS, MD 21401

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

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

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: TERMINATION   
(Indicate whether amendment, termination, etc.)

Dated APRIL 27, 1987

E.L. Connell  
(Signature of Secured Party)

E.L. CONNELL  
Type or Print Above Name on Above Line

1050

512 00231

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257038

RECORDED IN LIBER 477 FOLIO 117 ON AUGUST 14, 1984 (DATE)

1. DEBTOR

Name MILTON S. HAYWARD AND SYLVIA HAYWARD

Address 1471 EAGLE CT. ARNOLD, MD 21012

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING, INC.

Address 248 DEFENSE ST., ANNAPOLIS, MD 21401

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

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

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: TERMINATION   
(Indicate whether amendment, termination, etc.)

Dated APRIL 23, 1987

E.L. Connell  
(Signature of Secured Party)

E.L. CONNELL  
Type or Print Above Name on Above Line

we

1050

512 292

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 352644

RECORDED IN LIBER 474 FOLIO 560 ON APRIL 19, 1986 (DATE)

1. DEBTOR

Name ALBERT E. ARNIGER

Address 316 ADAMS ST., ANNAPOLIS, MD 21407

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND

Address 248 DEFENSE ST., ANNAPOLIS, MD 21401

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

3. Maturity date of obligation (if any) OCTOBER 12, 1986

CHECK  FORM OF STATEMENT

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

we

Dated APRIL 23, 1987

E.L. Connell  
(Signature of Secured Party)

E.L. CONNELL  
Type or Print Above Name on Above Line

1050

512 263

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252821

RECORDED IN LIBER 475 FOLIO 225 ON MAY 18, 1984 (DATE)

1. DEBTOR

Name DOBA M. BROWN

Address 18 COLLEGE CREEK TERRACE, ANNAPOLIS, MD 21401

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND, INC.

Address 24B DEFENSE ST., ANNAPOLIS, MD 21401

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

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

CHECK  FORM OF STATEMENT

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

we

Dated APRIL 23, 1987

E.L. Connell  
(Signature of Secured Party)

E.L. CONNELL  
Type or Print Above Name on Above Line

1050

512 294

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257220

RECORDED IN LIBER 476 FOLIO 397 ON JUNE 14, 1984 (DATE)

1. DEBTOR

Name RONALD C. BESSLER

Address 186 WEST LAKE DR. ANNAPOLIS, MD 21403

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND, INC.

Address 248 DEFENSE ST., ANNAPOLIS, MD 21401

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

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

CHECK  FORM OF STATEMENT

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

we

DATE APRIL 23, 1987

E.L. Connell  
(Signature of Secured Party)

E.L. CONNELL  
Type or Print Above Name on Above Line

1550

512-285

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253509

RECORDED IN LIBER 477 FOLIO 87 ON JUNE 13, 1984 (DATE)

1. DEBTOR

Name EDWARD L. JONES

Address 2786 HAMBLETON RD., RIVA, MD. 21140

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND, INC.

Address 24B DEFENSE ST., ANNAPOLIS, MD 21401

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

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

CHECK  FORM OF STATEMENT

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

Dated APRIL 23, 1987

E. J. Connell  
(Signature of Secured Party)

E. J. CONNELL  
Type or Print Above Name on Above Line

1030

512 250

267627

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)

Hutzler Brothers Company  
200 North Howard Street  
Baltimore City, Maryland 21201

2 Secured Party(ies) and Address(es)

BancOhio National Bank  
155 East Broad Street  
Columbus, Ohio 43215

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

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

All assets of Debtor wherever located including but not limited to assets more particularly described in attached Exhibit A.

After recording, return to: Joan H. Foulke, Porter, Wright,  
Morris & Arthur, 2200 Columbia Plaza, Cincinnati, Ohio 45202

AT

Check  if covered:

Products of Collateral are also covered

No. of additional sheets presented: 2

Filed with Clerk of Circuit Court, Anne Arundel County, Maryland

Hutzler Brothers Company

(USE WHICHEVER SIGNATURE LINE IS APPLICABLE)

BancOhio National Bank

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

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

STANDARD FORM -  
UNIFORM COMMERCIAL CODE - UCC-1

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

135 50

Revised, Am. S.B. 161, Eff. 3/15/82  
Anderson Publishing Co. Cincinnati, Ohio 45201

EXHIBIT A

All the property and assets of the Borrower, including but not limited to all real and all personal property (excluding leasehold interests in real estate except for the Security Square premises) whether the Borrower's interest therein as owner, co-owner, lessee, consignee, secured party or otherwise be now owned or existing or hereafter arising or acquired, and wherever located, together with all substitutions, replacements, additions and accessions therefor or thereto, all replacement and repair parts therefor, all negotiable documents relating thereto, all products thereof and all cash and non-cash proceeds thereof including, but not limited to, notes, drafts, checks, instruments, insurance proceeds, indemnity proceeds, warranty and guaranty proceeds and proceeds arising in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing property by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority). The property or assets of Borrower subject to the foregoing security interest include but are not limited to the following:

- (a) All of the Borrower's inventory including, but not limited to all goods, merchandise and other personal property furnished under any contract of service or intended for sale or lease, all parts, supplies, raw materials, work in process, finished goods, materials used or consumed in the Borrower's business, repossessed and returned goods (hereinafter sometimes called the "Inventory") provided, however, that Lender's lien only (but not its rights as a general creditor) to the Inventory is subordinated to the interests of Borrower's trade creditors.
- (b) All of the Borrower's accounts, accounts receivable, contract rights, chattel paper, general intangibles, income tax refunds, instruments, negotiable documents, notes, drafts, acceptances and other forms of obligations and receivables arising from or in connection with the operation of the Borrower's business including, but not limited to, those arising from or in connection with the Borrower's sale, lease or other disposition of Inventory (hereinafter sometimes called the "Receivables"); and
- (c) All of Borrower's present and future general intangibles, including but not limited to customer lists, books, records, including, without limitation, all correspondence and credit files, tapes, cards, computer runs, computer programs, and other papers and documents whether in the possession or control of Borrower or any computer service bureau, rights in franchises and sales contracts, patents, copyrights, trademarks, logo, trade names, brand names, plans, blueprints, patterns, trade secrets, licenses, and formulas;
- (d) All of the Borrower's equipment (excluding motor vehicles), furniture, fixtures, office equipment, equipment supplies, goods, machinery and trade fixtures, both now owned and subsequently

512 258

acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and subsequently affixed to and/or used in connection with such property and (ii) all replacements and all substitutions;

(e) The cash and noncash proceeds, including insurance proceeds, and products of all of the items of Collateral;

(f) All property of the Borrower, real or personal, wherever located (excluding leasehold interests in real estate except for the Security Square premises).

0629N/3/3759j

BOOK 512 # 257

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) Brennan, John M. 3463 Constellation Dr. Davidsonville, MD 21035	2. Secured Party(ies) and address(es) Mainbor Associates Limited Partnership c/o Integrated Resources, Inc. 666 Third Avenue New York, NY 10017	3. Maturity date (if any) For Filing Officer (Date, Time and Filing Office)
---	--	--

4. This statement refers to original Financing Statement bearing File No. 264766  
 Filed with Ann Arundel Cir. Ct. CLK Date Filed Nov. 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. All collateral described in UCC 1 assigned to: Mellon Bank, N.A., Ttee f/b/o  
 Carteret Savings Bank, F.A.  
 Mellon Bank  
 One Mellon Bank Center  
 Pittsburgh, PA 15258

By: \_\_\_\_\_ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).  
 By: Mainbor Associates \_\_\_\_\_ Signature(s) of Secured Party(ies) Agent

STANDARD FORM - FORM UCC-3

10-50

STATE OF MARYLAND

BOOK 512 PAGE 270

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 244727  
RECORDED IN LIBER 455 FOLIO 232 ON Oct. 25, 1982 (DATE)

1. DEBTOR

Name Albert J. Kirby DBA A.J. Kirby Construction  
Address 788 General's Highway Millersville, MD 21108

2. SECURED PARTY

Name J I Case Credit Corp.  
Address 290 Elwood Davis Rd. Liverpool, NY 13088  
5790 Widewaters Pkwy. Dewitt, NY 13214  
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> XX (Indicate whether amendment, termination, etc.)  Termination
	4462 Anne Arundel	

10-20  
Dated April 24, 1987

J I Case Credit Corp.  
(Signature of Secured Party)  
Fin. mgr.  
Type or Print Above Name on Above Line

BOOK 512 PAGE 271

267629

MA42098M66

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) Merson Paul W 7004 Rte Road Havver MD 21076	2. Secured Party(ies) and Address(es) FORD MOTOR CREDIT CO 2101 NORTH MOUNT ROAD BALTIMORE, MD 21224
---	---

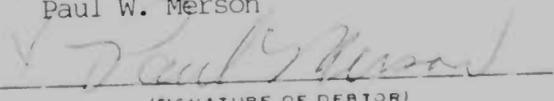
For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:  
1. CASE 530 TRUCK, WHITE BODVOC  
VIN 2005716-40765966

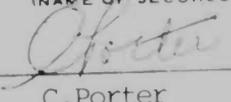
Check if covered:  Proceeds of collateral covered  Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with: Anne Arundel County

Paul W. Merson  
  
 (SIGNATURE OF DEBTOR)

Ford Motor Credit Co.  
 (NAME OF SECURED PARTY)

BY:   
 C. Porter  
 (SIGNATURE OF DEBTOR)

At





267631

Financing Statement

BOOK 512 PAGE 272

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax: Principal Amount is \$ 4,462.00
- To Be Recorded in Land Records of \_\_\_\_\_

Record in:

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

NAME	ADDRESS
1. Debtor(s)	City State

**John German, Judith German, John Beeler, Patricia Beeler, John Loubier, Donna Loubier, William Painter, Linda Painter T/A Annapolis Video Eastport Shopping Center, Annapolis, Md. 21043**

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

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

Check  one or more boxes as applicable:

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

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

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

Secured Party: SOVRAN BANK/MARYLAND

By: Teresa A. Peruchi

Type Name: Teresa A. Peruchi

Title: Vice President

Debtor(s) or Assignor(s)

John German  
Judith German  
John Beeler  
Patricia Beeler

Type or Print Name and Title of Each Signature

John Loubier  
Donna Loubier  
William Painter  
Linda Painter

19  
31500  
50



267632

BOOK 512 PAGE 273

Financing Statement

COPY FOR FILING

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

Record in:

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

NAME	ADDRESS
Debtor(s)	City State
Pineview Extended Care Centre, Inc.	5 Light Street Suite 650 Baltimore, Md. 21202
9106 Pineview Lane Clinton, Md. 20735	7779 New York Lane Glen Burnie, Md. 21061

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

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

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

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

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

Secured Party: SOVRAN BANK/MARYLAND	Debtor(s) or Assignor(s) <b>Pineview Extended Care Centre, Inc.</b>
By: <u>Marc A. Tohir</u>	By: <u>Gary L. Attman</u>
Type Name <b>Marc A. Tohir</b>	<b>Gary L. Attman, Secretary</b>
Title <b>Vice President</b>	_____
	_____
	Type or Print Name and Title of Each Signature



267633

512 PA 271

Financing Statement

COPY FOR FILING

Record in:

- Not Subject to Recordation Tax
- Subject to Recordation Tax, Principal  
Amount is \$ 125,000.00
- To Be Recorded in Land Records of

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

NAME ADDRESS  
 1 Debtor(s) Street City State  
 Annapolis Hunan, Inc. 8151 N. Governor Ritchie Highway  
 Pasadena, Maryland 21122

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

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

Check  one or more boxes as applicable

All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto

Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof

Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above

Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

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

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

Secured Party: SOVRAN BANK/MARYLAND  
 By: Gill H. Waller Scarlett Chou, President  
 Type Name Gill H. Waller Hsien-Chang Ting, Secretary  
 Title Commercial Banking Officer

Type or Print Name and Title of Each Signature

*Handwritten initials and numbers: 1/25, 150*

*Handwritten notes: 5.00, 1.50, 1.20, 37, dt*

512 275

MARYLAND FINANCING STATEMENT AMENDMENT

This Statement Refers To Original Financing Statement

Roll No. 422 Page No. 309

Identification No. 231235 Dated 2/19/80

1. Debtor(s) Ramsey, Inc. t/a Berlitz Marine
Name or Names - Print or Type
P. O. Box 146 Deale Maryland
Address - Street No., City-County State Zip Code

2. Secured Party First National Bank of Maryland
Name or Names - Print or Type
Upper Marlboro, Maryland
3700 Donnell Drive Forestville, Maryland 20028
Address - Street No., City-County State Zip Code

3 Maturity Date (if any) None

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

a.) Amend Debtor address to: P. O. Box 70, 5910 Vacation Lane Deale, Maryland 20751

b.) Amend Secured Party and Secured Party Address to: First National Bank of Maryland 6704 Curtis Court Glen Burnie, Maryland 21061

c.) Amend coverage of the financing statement (i.e., security interest) to read as follows:

All inventory of whatever kind or nature, including but not limited to boats, boat trailers, boat rotors, marine equipment and accessories whether attached to the boats or boat trailers or otherwise, wherever located, now owned or hereafter acquired or in the possession, custody or control of Debtor, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and accessions thereto and thereof, and all other goods used or intended to be used in conjunction therewith, and all proceeds thereof (whether in the form of cash, equipment, instruments, chattel paper, general intangibles, accounts or otherwise).

DEBTOR

SECURED PARTY (OR ASSIGNEE)

Ramsey, Inc. t/a Berlitz Marine

THE FIRST NATIONAL BANK OF MARYLAND

(Signature)

(Signature of Loan Officer)

Roger R. Ramsey, President

G. Rex Sizemore, Vice President

(Print Name and Title)

6704 Curtis Court

Glen Burnie, MD 21061

(Address)

NOTE: After filing, please return this financing statement amendment to the secured party and officer listed immediately above. Thank you.

15.50

STATE OF MARYLAND

BOOK 512 PAGE 210

FINANCING STATEMENT FORM UCC-1

Identifying File No. 267635

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Johnson & King Contractors, Inc.
Address P.O. Box 997 Gambrills, Md. 21054

2. SECURED PARTY

Name Furnival Machinery Co.
Address 7135 Standard drive Hanover Md. 21076
2240 Bethlehem Pike Hatfield Pa. 19440
Person And Address To Whom Statement Is To Be Returned 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 Komatsu D37E , Crawler Dozer, Serial # 01036

Handwritten initials 'JAT'

CHECK THE LINES WHICH APPLY

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

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

Proceeds are to be kept separate and apart

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

Handwritten signature of James Johnson Jr.
(Signature of Debtor)

JAMES JOHNSON JR
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Handwritten signature of secured party
(Signature of Secured Party)

Raymond L. ...
Type or Print Above Signature on Above Line

Handwritten '11.90' with a circle around it



6000 512 MAR 27

Buyer's (Debtor's) Name (last name first) <b>Sheckells John G.</b>	Purchaser's Mailing Address <b>65 Friendship Rd., Friendship, Md.,</b>	Zip Code <b>20758</b>
Buyer's (Debtor's) Address <b>XXXXXXXXXXXXXX Rd.,</b>	Purchaser's Mailing Address <b>20758</b>	Zip Code <b>20758</b>
Seller's Name <b>Neuhaus, es Inc.,</b>	Seller's Address <b>32 Main St., Glen Rock, Pa.,</b>	Zip Code <b>17321</b>

BUYER'S SOC. SEC. NO. (First Signer) **214 - 66 - 4021**

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

QTY	N=New U=Used	Manufacturer	MODEL	GOODS (Equipment)	Serial No.
1	N	JD	318	Lawn & Garden Tractor	M00318X423279
1	N	JD	50	Mid - Mount Mower	M01013X557201

**FINANCING STATEMENT  
FOR FILING**

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

CHECK X ITEMS WHICH APPLY

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

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

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**  
POST OFFICE BOX 65090  
WEST DES MOINES, IA 50265

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

Mail to: **John Deere Company**  
P.O. Box 565 X 4949  
Syracuse, N.Y. 13201 13221

**Anne Arundel, Md.**

Debtor resides in **Anne Arundel, Md.** (State) Note dated and signed **23 April 1987** (Date) Debtor's Telephone No. **301-257-9388**

(Debtor's Signature) *[Signature]*

(Seller's Name) **NEUHAUS INC.**

(Debtor's Signature) *[Signature]*

Seller's (Secured Party) Signature **GEORGE R SMELTZER, SEC**

(Do not write below this line)

*1150*

267630

267637

512 278

FINANCING STATEMENT FORM UCC-1

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

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK

SIGNATURES MUST BE IN INK

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

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

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

1. DEBTOR

Name Carlson Gilman R. & Mary N. Carlson

Address 1913 Dulaney Place, Annapolis, MD 21401

2. SECURED PARTY

Name First Commercial Corporation

Address 303 Second Street, Annapolis, MD 21401

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

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

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

1983 Cape Dory, LOA 31'4", Fiberglass, Hull Serial # CPDM0005M83E, with 1983, Universal, 25 HP, Diesel Engine Serial # 410702

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

Kept: Annapolis, MD

CHECK  THE LINES WHICH APPLY

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

Gilman R. Carlson  
(Signature of Debtor)

Gilman R. Carlson  
Type or Print Above Name on Above Line

Mary N. Carlson  
(Signature of Debtor)

Mary N. Carlson  
Type or Print Above Signature on Above Line

*Handwritten initials: RSO*

Randolph Faust  
(Signature of Secured Party)

First Commercial Corp.  
Type or Print Above Signature on Above Line

*Handwritten note: Anne Arnold*

512 277

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. 247400

RECORDED IN LIBER 462 FOLIO 41 ON 5/23/83 (DATE)

1. DEBTOR

Name Nippes, J. Timothy

Address 73 Maryland Avenue, Annapolis, Md. 21401

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, Md. 21061

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

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

CHECK  FORM OF STATEMENT

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

See agreement attached hereto, and made a Part here of.

CK

J. Timothy Nippes

See attached for original signature

Dated \_\_\_\_\_

Credit Alliance Corporation

[Signature]  
(Signature of Secured Party)

Larry F Kimmel Asst. V.P.

Type or Print Above Name on Above Line

1050

Account # 1-566A-C-02-01148

Dated \_\_\_\_\_, 19\_\_\_\_

CREDIT ALLIANCE CORPORATION  
LEASING SERVICE CORPORATION  
NEW YORK, NEW YORK

BOOK 512 PAGE 280

Gentlemen

The undersigned is indebted to you in the sum of \$ 16,153.70, representing the unpaid balance owing to you under a Conditional Sale Contract/Chattel Mortgage/Lease (herein called "Lien Instrument"), dated May 8, 1984 and/or a note or notes issued pursuant thereto (herein called "Notes"), between the undersigned as obligor and/or maker and Alban Tractor Co., Inc.

as obligee and/or payee, covering property described therein and now located at 73 Maryland Ave., Annapolis, MD 21401

The undersigned requests you to extend the time of payment of said indebtedness so that it will be payable in consecutive monthly installments with the first installment being due on April 15, 1987, and subsequent installments on the same day of each succeeding month thereafter until paid, as follows: Six (6) consecutive monthly installments each in the amount of \$2,411.00 followed by One (1) installment in the amount of \$1,687.70.

In order to induce you to agree to the foregoing extension, and in consideration of your so doing, the undersigned warrants that the above indebtedness is a valid, binding and existing obligation of the undersigned, due and payable without any defense, counterclaim or offset whatsoever, and promises and agrees to pay said indebtedness to your order according to the terms set forth above, at your offices or such other place of payment you may designate, and in the event of a default in the payment of any installment or interest when due, the entire unpaid balance shall, at your option immediately become due and payable and you may enforce your rights and remedies under the Lien Instrument and/or Notes as if this extension had not been granted, and the undersigned grants you a security interest in all equipment, inventory, goods, machinery, fixtures, assets and property of any kind and nature now owned and hereafter acquired, to secure the payment, performance and fulfillment of all obligations of the undersigned to you whether now existing or hereafter incurred.

The undersigned further acknowledges and warrants that legal title to or a first lien upon the property described in the Lien Instrument is and shall continue to be vested in you, your successors and assigns, until the undersigned has paid in full, and has performed all of its obligations to you, with interest, whether under the Lien Instrument and/or Notes or otherwise. If a note or notes are delivered to you pursuant hereto they shall be deemed only evidence of said indebtedness and not payment thereof until such notes are collected by you in full. Your acceptance hereof shall in no manner prejudice your rights or alter your position under the Lien Instrument and/or Notes. As part of the consideration for your acceptance hereof, the undersigned hereby designates and appoints Stuart H. Glover, Esq. of New York, New York, and C-A Credit Corp., of New York, New York, or either of them, as its true and lawful attorney-in-fact and agent for it and in its name, place and stead, to accept service of any process within the State of New York, you agreeing, however, to send notice thereof to the undersigned at the address shown above by certified mail, within three days of such service having been effected. The undersigned agrees to the venue and jurisdiction of any court located within the State and County of New York regarding any matter involving you and us. Except as herein specifically modified, all of the terms, provisions and conditions of the Lien Instrument and Notes remain and continue in full force and effect and binding upon the undersigned.

Very truly yours,

J. Timothy Nippes

Witness or Attest

By J. Timothy Nippes (Seal)  
(Title)

Gentlemen

We consent to the above request you to accept the same, and agree that any and all of your rights of recourse to us shall not thereby be diminished, altered or affected.

Date \_\_\_\_\_, 19\_\_\_\_ (Original Vendor-Mortgagee-Lessor)

Accepted at New York, New York

By \_\_\_\_\_ (Seal)  
(Title)

CREDIT ALLIANCE CORPORATION  
LEASING SERVICE CORPORATION

By LARRY F KIMMEL ASST. V.P.

CA-L-12A

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)
AIR-CON SALES & SERVICE, INC.	THE FIRST NATIONAL BANK OF MARYLAND
704 N. Division St., Salisbury, Md.	Attn: Jon P. Sherwell, V. Pres.
<del>XXXX</del>	<small>(Name of Loan Officer)</small>
1200 West St., Annapolis, Md.	P. O. Box 1657, 201 W. Main St.
<small>(Address)</small>	<small>(Address)</small>
6051 Ansley Ct., Manassas, Va.	Salisbury, Maryland 21801

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

All present and future 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), and such as represent proceeds of inventory and returned goods, and/or arising from the sales of goods or services, and all rights thereto, now or hereafter owned or held by, or payable to the debtor, and proceeds of all of the above, and all proceeds, including insurance proceeds, and products thereof.

All inventory wherever located, now owned and/or hereafter acquired, processed or produced, including, but not limited to, all raw materials, parts, containers, work in process, finished goods, wares and merchandise, goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and machinery and equipment held for sale or lease, now or hereafter owned, and all products and proceeds thereof, including but not limited to sales and insurance proceeds of any kind; and all rights thereto now or hereafter owned or held by, or due to the debtor, and all proceeds of any thereof.

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)
_____ (Seal)	AIR-CON SALES & SERVICE, INC. (Seal)
_____ (Signature)	By: <u>Richard J. Vernon</u> (Seal)
_____ (Print or Type Name)	Richard J. Vernon, President <small>(Print or Type Name)</small>

11/80

512 282

267640

REC

- 1. READ, TYPE, and sign this form. Do not sign until you have read the entire form.
- 2. Remove Secured Party and Debtor copies and send other 3 copies with approved carbon paper to the filing officer. Enclosed is a copy.
- 3. When filing with the court, this form may be placed over the set to avoid double typing.
- 4. If the space provided for any items on this form is inadequate the items should be continued on additional sheets, preferably 8 1/2 x 11. Every one copy of each additional sheet must be presented to the filing officer with a set of three copies of the financing statement. Any violation of collateral addresses on this form is not any one paper that is not correct for the secured party.
- 5. If collateral is exempt or goods which are not to be covered by this form, do not be governed by the terms and provisions of this form, without a written agreement.
- 6. When a copy of the security agreement is used in a financing statement, it is requested that it be accompanied by a completed financing statement of this form, without a written agreement.
- 7. At the time of original filing, filing officer should obtain the correct name or address for the secured party. At a later time, secured party may change address. Termination filed and true third copy and Termination Statement.

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):

TAG DOOR COMPANY, INC.  
2903 E. 4th Ave. - Bldg. 6  
Columbus, OH 43219

2. Secured Party(ies) (and addresses):

CIRCLE BUSINESS CREDIT, INC.  
5930 Sharon Woods Blvd.  
Columbus, OH 43229

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

4. This financing statement covers the following type(s) of property:

EQUIPMENT LOCATION: 190 H. Penrod Ct. - Glen Burnie, MD

One (1) Used Clark Model C300Y50 Forklift, 5,000 lb. capacity,  
S/N: 465-197-4176

5. ASSIGNEE OF SECURED PARTY

6. Complete only when filing with Judge of Probate.  
The initial indebtedness secured by the financing statement is \$

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

Filed with: Clerk of the Circuit Court of Anne Arundel County - Annapolis, MD

TAG DOOR COMPANY, INC.

CIRCLE BUSINESS CREDIT, INC.

By *Thomas A. Grainer VP*  
Signatures of Debtor(s) THOMAS A. GRAINER

By *Annette L. Schregelberger*  
Signature of Secured Party ANNETTE L. SCHREGELBERGER

(STANDARD)

1. FILING OFFICER: 4071 N. PHARMACY

196443

512-243

①

TO BE RECORDED IN THE  
FINANCING RECORDS OF  
ANNE ARUNDEL COUNTY,  
MARYLAND

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

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

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
File Number of original Financing Statement \_\_\_\_\_  
Date of Filing March 6, 1986 Record Reference Liber 495 at folio 440  
Maturity date (if any) \_\_\_\_\_

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
The First National Bank of Maryland Commercial Real Estate Division	BANC 101-820 P. O. Box 1596		Baltimore, Maryland	21203

Name of Secured Party or assignee	No.	Street	City	State
Lincoln National Pension Insurance Company		1300 South Clinton Street,		
		P.O. Box 1110, Fort Wayne, Indiana		46801

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

RECORD FEE 16.00  
POSTAGE .50  
#12895 CT77 R01 T15:21  
MAY 18 87  
CK

Assignee:  
LINCOLN NATIONAL PENSION  
INSURANCE COMPANY

Assignor(s):  
THE FIRST NATIONAL BANK OF MARYLAND (Seal)  
(Corporate, Trade or Firm Name)

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

By: Thomas D. Kruger  
Signature of Secured Party or Assignee

Title:  
(Type or print name under signature)

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

167



RETURN TO:  
Stuart A. Kruger, Esquire  
David & Hagner  
1120 19th Street, N.W., Washington, D.C. 20036

SCHEDULE FOR FINANCING STATEMENT

SCHEDULE A

All of the personal property of any kind whatsoever [excluding all such property which is owned by occupancy tenants of the Debtor and installed for the purposes of their tenancy if such occupancy tenant has the right to remove the same at or before the expiration of the term of the applicable lease] including, but not limited to:

(i) all machinery, apparatus, equipment, fittings, fixtures (excluding all such property which is owned by occupancy tenants of the Debtor and installed for the purposes of their tenancy if such occupancy tenant has the right to remove the same at or before the expiration of the term of the applicable lease), whether actually or constructively attached to the land described in the attached Exhibit A (the "Land") and all improvements thereon (the "Improvements") including all trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever, now or hereafter located in, upon or under said Land, Improvements, or any part thereof, and used or useable in connection with any present or future operation of said Land and Improvements, including but not limiting the generality of the foregoing, all heating, air conditioning, sprinklers, freezing, lighting, laundry, incinerating and dynamo and generating equipment; engines, pipes, pumps, tanks, motors, conduits; switchboards, plumbing and plumbing fixtures; lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances; air cooling and air-conditioning apparatus; vacuum cleaning systems; elevators, escalators; shades, awnings, screens; storm doors and windows; stoves; refrigerators; cooking apparatus and mechanical equipment, gas and electric fixtures; partitions, furniture of any public spaces, halls and lobbies; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies, furniture and furnishings used in the operation of said Land and Improvements; together with all additions thereto and replacements thereof;

(ii) any and all sums at any time on deposit for the benefit of Secured Party or held by Secured Party (whether deposited by or on behalf of Debtor or anyone else) pursuant to any of the provisions of the Restated Deed of Trust identified below;

(iii) Debtor's right, title, and interest in and to any and all personal property leases of any type now or hereafter in effect covering any of the Land and Improvements;

(iv) Debtor's right, title and interest, as lessor, landlord or owner, in and to any and all leases or other occupancy agreements or concession or license agreements or arrangements pertaining to any portion of the Land and Improvements;

(v) all proceeds from the sale or other disposition of any personal property or interests in which Debtor has granted a security interest in favor of Secured Party and receivables arising out of the operation of the Land and Improvements.

BOOK 512 PAGE 285

The land described in the attached Exhibit A is further described in that certain Indemnity Deed of Trust dated March 4, 1986, recorded March 6, 1986 among the aforesaid Land Records in Liber 4033 at folio 607, by and between Debtor and Patricia A. Brian and Anna M. Marcellino, Trustees for the benefit of The First National Bank of Maryland, as such Indemnity Deed of Trust has been assigned to Secured Party and has been amended and restated in that certain Restated Deed of Trust; and Security Agreement bearing even date herewith and to be recorded among the Land Records of Anne Arundel County, Maryland among (i) the Debtor, (ii) the Secured Party, and (iii) John D. Hagner and Richard G. David, as Trustees. Debtor is the record owner of the land described in the attached Exhibit A.

0313d

BOOK 512 PAGE 28

EXHIBIT A

All of those certain lots or parcels of land situate in Anne Arundel County, Maryland, more particularly described and being known and designated as Lots No. 20R and 21R as shown on the Plat entitled Resubdivision of Lots 1, 20, 21 and 22, B.W.I. COMMERCE PARK, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 96 at folio 32.

TOGETHER WITH the irrevocable, perpetual right to use, in common with others, that certain Storm Water Management Lot legally described as Parcel 2, as shown on Plat 2, entitled "B.W.I. Commerce Park," recorded among the aforesaid Land Records in Plat Book 83 at folio 44, as such right is more fully described in that certain Deed of Declaration and Easement Agreement executed by Friendship Business Center Limited Partnership, dated May 18, 1987, recorded May \_\_, 1987 in Liber \_\_\_\_\_ at folio \_\_\_\_\_ among the aforesaid Land Records.

0313d.7

196443

512 me 287

TO BE RECORDED IN THE  
FINANCING RECORDS OF ANNE  
ARUNDEL COUNTY, MARYLAND

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

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

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
File Number of original Financing Statement \_\_\_\_\_  
Date of Filing March 6, 1986 Record Reference Liber 495 at folio 440  
Maturity date (if any) \_\_\_\_\_

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
<u>Friendship Business Center Limited Partnership</u>				
<u>c/o MIE Development Company</u>				
<u>6655 Security Boulevard</u>				
<u>Baltimore, Maryland 21207</u>				

Name of Secured Party or assignee	No.	Street	City	State
<u>Lincoln National Pension Insurance Company,</u>		<u>1300 South Clinton Street,</u>		
<u>P. O. Box 1110, Fort Wayne, Indiana 46801</u>				

CHECK APPLICABLE STATEMENT

- CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER  
Increase of the principal amount of the loan secured by that certain Indemnity Deed of Trust dated March 4, 1986, recorded March 6, 1986 in Liber 4033 at folio 582 among the Land Records of Anne Arundel County, Maryland, amended by that certain Amendment to Indemnity Deed of Trust and Restatement as Indemnity Deed of Trust and Security Agreement dated herewith, by and between Debtor and Secured Party.

RECORD FEE 16.00  
POSTAGE .50  
#12586 0777 R01 T15:21  
MAY 19 87  
CK

Debtor(s) ~~BY ASSIGNMENT~~  
FRIENDSHIP BUSINESS CENTER  
LIMITED PARTNERSHIP  
A Maryland Limited Partnership

Secured Party:  
LINCOLN NATIONAL PENSION (Seal)  
(Corporate, Trade or Firm Name)  
INSURANCE COMPANY

By: Friendship Business Center  
General Partner

By: [Signature]  
Signature of Secured Party or Assignee  
R. J. Rectanus

By: [Signature]  
(Type or print name under signature)  
Edward A. St. John  
Partner

Title: Second Vice President  
(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

16

Stuart A. Kruger, Esquire  
David & Hagner  
1120 19th Street, N.W., Washington, D.C. 20036

RETURN TO:

SCHEDULE FOR FINANCING STATEMENT

SCHEDULE A

All of the personal property of any kind whatsoever [excluding all such property which is owned by occupancy tenants of the Debtor and installed for the purposes of their tenancy if such occupancy tenant has the right to remove the same at or before the expiration of the term of the applicable lease] including, but not limited to:

(i) all machinery, apparatus, equipment, fittings, fixtures (excluding all such property which is owned by occupancy tenants of the Debtor and installed for the purposes of their tenancy if such occupancy tenant has the right to remove the same at or before the expiration of the term of the applicable lease), whether actually or constructively attached to the land described in the attached Exhibit A (the "Land") and all improvements thereon (the "Improvements") including all trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever, now or hereafter located in, upon or under said Land, Improvements, or any part thereof, and used or useable in connection with any present or future operation of said Land and Improvements, including but not limiting the generality of the foregoing, all heating, air conditioning, sprinklers, freezing, lighting, laundry, incinerating and dynamo and generating equipment; engines, pipes, pumps, tanks, motors, conduits; switchboards, plumbing and plumbing fixtures; lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances; air cooling and air-conditioning apparatus; vacuum cleaning systems; elevators, escalators; shades, awnings, screens; storm doors and windows; stoves; refrigerators; cooking apparatus and mechanical equipment, gas and electric fixtures; partitions, furniture of any public spaces, halls and lobbies; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies, furniture and furnishings used in the operation of said Land and Improvements; together with all additions thereto and replacements thereof;

(ii) any and all sums at any time on deposit for the benefit of Secured Party or held by Secured Party (whether deposited by or on behalf of Debtor or anyone else) pursuant to any of the provisions of the Restated Deed of Trust identified below;

(iii) Debtor's right, title, and interest in and to any and all personal property leases of any type now or hereafter in effect covering any of the Land and Improvements;

(iv) Debtor's right, title and interest, as lessor, landlord or owner, in and to any and all leases or other occupancy agreements or concession or license agreements or arrangements pertaining to any portion of the Land and Improvements;

(v) all proceeds from the sale or other disposition of any personal property or interests in which Debtor has granted a security interest in favor of Secured Party and receivables arising out of the operation of the Land and Improvements.

The land described in the attached Exhibit A is further described in that certain Indemnity Deed of Trust dated March 4, 1986, recorded March 6, 1986 among the aforesaid Land Records in Liber 4033 at folio 607, by and between Debtor and Patricia A. Brian and Anna M. Marcellino, Trustees for the benefit of The First National Bank of Maryland, as such Indemnity Deed of Trust has been assigned to Secured Party and has been amended and restated in that certain Restated Deed of Trust; and Security Agreement bearing even date herewith and to be recorded among the Land Records of Anne Arundel County, Maryland among (i) the Debtor, (ii) the Secured Party, and (iii) John D. Hagner and Richard G. David, as Trustees. Debtor is the record owner of the land described in the attached Exhibit A.

0313d

EXHIBIT A

All of those certain lots or parcels of land situate in Anne Arundel County, Maryland, more particularly described and being known and designated as Lots No. 20R and 21R as shown on the Plat entitled Resubdivision of Lots 1, 20, 21 and 22, B.W.I. COMMERCE PARK, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 96 at folio 32.

TOGETHER WITH the right to use, in common with others, that certain Storm Water Management Lot legally described as Parcel 2, as shown on Plat 2, entitled "B.W.I. Commerce Park," recorded among the aforesaid Land Records in Plat Book 83 at folio 44, as such right is more fully described in that certain Deed of Declaration and Easement Agreement executed by Friendship Business Center Limited Partnership, dated May 18, 1987, recorded May \_\_, 1987 in Liber \_\_\_\_\_ at folio \_\_\_\_\_ among the aforesaid Land Records.

267641

MARYLAND FINANCING STATEMENT

BOOK 512 P 201

(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 Franklin Contractors  
(Name or Names)  
8133 Oak Lake Rd, Pasadena, MD 21122  
(Address)

LESSEE \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

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

3. ASSIGNEE (if any) of LESSOR Northfield Federal Savings  
(Name or Names)  
1844 E. Joppa Road, Baltimore, Maryland 21234  
(Address)

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

One - Janly 1987 48 Computer; 4" x 4" Walnut; Passive Table; 50" Length Arcnet Table;  
2507 Elm St  
Two - Vianet boards

REGISTRATION FEE 11.00  
CHARGE .50  
# 250 0771 801 113:40  
MAY 18 87

*[Handwritten signature]*

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

LESSEE  
Franklin Contractors, Inc.  
By: John E. Branham Pres.  
(Type or print name of person signing)  
By: \_\_\_\_\_  
(Type or print name of person signing)

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

Return to:  
CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234

*11/80*

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 25,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

\_\_\_\_\_  
Michael Wist T/A Bay Country Rentals  
(Name)  
8017 Fort Smallwood Road  
(Address)  
Baltimore, Maryland 21226

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

Attn Susan E. Haley  
(Name of Loan Officer)  
18 West Street  
(Address)  
Annapolis, Maryland 21401

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

SEE ATTACHED SCHEDULE A

RECORD FEE 12.00  
 RECORD TAX 175.00  
 POSTAGE .50  
 012781 0777 N01 113:45  
 MAY 19 87

*Act*

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)

Michael Wist T/A Bay Country Rentals  
 \_\_\_\_\_  
*Michael Wist* (Seal)  
 \_\_\_\_\_  
(Signature)

Michael Wist  
 \_\_\_\_\_  
(Print or Type Name)

DEBTOR (OR ASSIGNOR)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
(Seal)

\_\_\_\_\_  
 \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
 \_\_\_\_\_  
(Print or Type Name)

18 17.50

	DUCT FOR TURBO BLOWER	86
1	130 COMPRESSOR GAS 125 CFM	86
2	870 VIDEO CAMERA	86
2	880 VIDEO PLAYER	86
3	1171 IMPACT WRENCH 1/2" ELEC	86
3	1160 IMPACT AIR 1"	86
4	560 ROLLER HAND LAWN	86
5	2270 DRILL RIGHT ANGLE 3/8D.C	86
5	2226 CHIPPING HAMMER. AIR	86
5	2275 DRILL RIGHT ANGLE 1/2"	86
5	2385 BOSCH ROTARY HAM 1 1/2"	86
5	2245 CHIPPING GUN. AIR	86
5	2245 CHIPPING GUN. AIR	86
5	2230 BREAKER AIR 8V	86
5	2385 BOSCH ROTARY HAM 1 1/2"	86
6	2600 STUD GUN	86
7	2805 WALLPAPER STEAMER	86
7	2620 CARPET KICKER	86
8	3020 GENERATOR 2500 WATT	86
8	3020 GENERATOR 2500 WATT	86
10	3770 FAN PEDESTAL	86
11	4420 TRANSMISSION JACK TRUCK	86
11	4170 ENGINE HOIST	86
12	4430 REPERATOR HAND SPIKE	86
12	5180 WEEDATER ELEC 83D	86
12	5220 WHEELBARROW	86
13	5370 MIXER CONCRETE GAS	86
14	5660 PIANO DOLLY	86
15	5810 AIRLESS SPRAYER LARGE	86
16	5970 CANOPY 20 X 20	86
16	6090 KEGTAINER COOLER	86
16	6430 TABLE BANQUET 8'	86
16	5990 CANOPY 20 X 20	86
16	6000 CHAIRS FOLDING	86
16	COSTUMES	86
18	7310 PUMP 3/4" GEYSER	86
18	7310 PUMP 3/4" GEYSER	86
18	7180 PUMP 2" HIGH PRESSURE	86
18	7090 PUMP 2" CENTRIFUGAL	86
18	7090 PUMP 2" CENTRIFUGAL	86
19	7560 9 X 12 DOME TENT	86
20	7630 PRESSURE WASHER 2500W	86
22	8050 CHAINSAW 16" 011 AVE	86
22	8279 BAND SAW MILWAUKEE	86
22	8220 SAW TABLE 10"	86
22	8170 SAW RESCUE GAS TS 350	86
23	8338 LADDER 40' ALUM	86
23	8362 LADDER 40' FIBERGLASS	86
23	8410 SCAFFOLDING	86
23	8385 LADDER TRESTLE 12'	86
23	8410 SCAFFOLDING	86
23	8400 PUMP JACKS	86
25	8710 CAR DOLLY	86
25	8850 TRAILER DITCH WITCH C29	86
26	9660 PLANER ELECTRIC	86
27	9990 SIGHT ROD	86

512 294

Anne Arundel  
County

267643

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR:

Brown's Maryland Motors, Inc.  
t/a Brown's Toyota City  
7167 N. Ritchie Highway  
Glen Burnie, Maryland 21061

RECORD FEE 18.00  
RECORD TAX 3500.00  
POSTAGE .50  
#12539 0777 PM 113:50  
MAY 18 87

2. NAME AND ADDRESS OF SECURED PARTY:

CENTURY CREDIT CORPORATION  
910 Elkridge Landing Road  
Suite 200  
Linthicum, Maryland 21090

3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the property described next to each box marked:

All right, title and interest of Debtor in and to equipment of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, all machinery, vehicles, furniture, furnishings, tools, fixtures, materials and supplies, and all documents and documents of title relating to any of the foregoing, together with all present and future parts, additions, accessories, replacements, attachments, accessions, replacement parts and substitutions therefor or thereto in any form whatsoever.

All right, title and interest of Debtor in and to inventory of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, raw materials, work in process, finished goods, goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes, property in, on or with which any of the foregoing may be stored or maintained, all materials and supplies usable or used or consumed in the course of Debtor's

I HEREBY CERTIFY that on this 7th day of April, 1987, recordation tax in the amount of \$3500.00 was mailed to the Clerk of the Circuit Court of Anne Arundel County, Maryland.

3500

  
Lewis R. Glassman  
Credit/Operations Manager  
Century Credit Corporation

512 205

business, and all documents and documents of title relating to any of the foregoing, together with all present and future parts, additions, accessories, attachments, accessions, replacements, replacement parts and substitutions therefor or thereto in any form whatsoever.

All of Debtor's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, contract rights, general intangibles, goodwill, judgments, orders, awards and decrees in favor of Debtor, causes of action in favor of Debtor, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, deposits with sureties on bonded contracts, all goods returned, repossessed, or stopped in transit the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever, whether or not such right to payment has been or is to be earned by any performance and howsoever such right to payment may be evidenced, whether by open account, instrument, note, draft, chattel paper, judgment, order, award, decree or otherwise, all rights which Debtor may at any time have, by law or agreement, against any account debtor or other obligor obligated to make such payment and all rights, liens and security interests which Debtor may at any time have, by law or agreement, against any property of any account debtor or against any property of any such other obligor, and all present and future rights of Debtor with respect to all licenses, patents, copyrights, trade names and trademarks.

All right, title and interest of Debtor in and under the following franchise agreements: Toyota

The following property of Debtor: \_\_\_\_\_

All property and assets of Debtor in or on which Secured Party has, or may in the future acquire or be granted, a lien or security interest, and all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of the property described in

this Item 3 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 property described in this Item 3, whether in the possession of Debtor or any other person.

4. Proceeds and products of collateral are covered hereunder.

5. This transaction (is)(is not) exempt from the recordation tax.

Principal amount of debt initially incurred is: \$1,100,000.00, of which \$500,000.00 is taxable as calculated on the attached recordation tax statement.

6. RETURN TO: Century Credit Corporation  
910 Elkridge Landing Road  
Suite 200  
Linthicum, Maryland 21090  
Attention: Lew Glassman

DEBTOR:  
Brown's Maryland Motors, Inc.  
t/a Brown's Toyota City  
(Type name)

By: Robert D. Benton

Robert D. Benton  
President  
(Type name and title of person signing)

April 7, 19 87  
(Date signed by Debtor)

800 512 1002

RECORDATION TAX CALCULATION

TO: The Clerk of the Circuit Court for Anne Arundel County

Value of equipment,  
other non-exempt  
property..... \$ 500,000.00 x \$ .007 = \$ 3500.00  

---

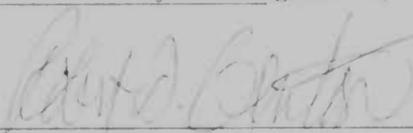
Total value of all  
collateral..... \$ 10,000,000.00

Amount not exempt from tax = \$ 500,000.00

Tax Due = \$ 3500.00

Brown's Maryland Motors, Inc.  
t/a Brown's Toyota City (Debtor)

Date: April 7, 1987

By:   
Robert D. Benton  
President  
(Print name and title of person  
signing)

FINANCING STATEMENT

BOOK 512 PAGE 20

Identification or File No.

267644

To be filed in Department of Assessments Yes

To be filed in Anne Arundel County, State of Maryland

To be filed in \_\_\_\_\_ County, State of \_\_\_\_\_

The amount of this transaction subject to recording tax is \$25,000.00; or This transaction is exempt from recording tax under the provisions of the Maryland Law.

*Recording tax to be paid to State of Md.*  
DEBTOR: Name and address: JOHN R. SLOUGH III and DEBORAH M. SLOUGH, wife  
162 Riviera Drive  
Pasadena, Maryland 21122

SECURED PARTY: Name and address: GEORGE R. CHALK  
301 Patsy Avenue  
Glen Burnie, Maryland 21061

This obligation matures as of (date) No

Property covered by this Financing Statement (Commercial Code Section 9-402) is described as follows: All furnishings, dishes, glasses, linens, counter and kitchen equipment, good manufacturing equipment, stock of foods, merchandise, ice cream manufacturing equipment, cleaning and repair equipment and parts, and all other equipment used or subjunctive to the ice cream manufacturing and the retail ice cream and food sales, or acquired for and operated in conjunction with the ice cream manufacturing and the retail ice cream and food sales on the premises trading as "FRAN'S MARVEL ICE CREAM SPECIALTY" located at 7424 Furnace Branch Road, East, Glen Burnie Shopping Plaza, Glen Burnie, Maryland 21061, Anne Arundel County, including:

The lease under assignment to the Debtors for the premises of the said business trading as "FRAN'S MARVEL ICE CREAM SPECIALTY" designated and known as 7424 Furnace Branch Road, East, Glen Burnie Shopping Plaza, Glen Burnie, Maryland 21061, and all renewals thereof.

RECORD FEE 12.00  
POSTAGE .50  
012347 0777 001 115:22  
MAY 18 87

*EAH*

The debtor also grants security interest in and to all proceeds and products of the business for which the foregoing described equipment, etc., are used.

The date of the execution of this Financing Statement is: February 28, 1987

Execution by Debtor  
Name: \_\_\_\_\_

Execution by Secured Party  
Name: George R. Chalk

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

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

Signature: John R. Slough III Deborah M. Slough

Signature: George R. Chalk

Co. or Trade Name: \_\_\_\_\_

Co. or Trade Name: \_\_\_\_\_

Return Financing Statement to: \_\_\_\_\_  
Glen Burnie, Maryland 21061

*1750*

~~STATE OF MARYLAND~~

Anne Arundel County

512 1552

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259687

RECORDED IN LIBER \_\_\_\_\_ FOLIO \_\_\_\_\_ ON 12/20/85 (DATE)

1. DEBTOR

Name Bay East Marina, Inc.

Address 410 Severn Avenue, Annapolis, MD 21403

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation

Address P.O. Box 3190, Annapolis, MD 21403

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

3. Maturity date of obligation (if any)

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: Amendment   
(Indicate whether amendment, extension, etc.)

10.00  
.50  
112609 0771 001 115:33  
MAY 18 87  
CK

To amend debtors address to include: Rt. 50 Kent & Narrows, Grasonville, MD 21638

to amend secured party address to include: 410 Ware Blvd., Suite 1000 Tampa, FL 33619

Bay East Marina, Inc.

X [Signature]  
Debtors Signature

Borg-Warner Acceptance Corporation

X Dated 4/27/87

[Signature]  
(Signature of Secured Party)

D.T. MARTIN  
Type or Print Above Name on Above Line

10 50

512-300

FINANCING STATEMENT FORM UCC-1

Identifying File No. 267645

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

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

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

This financing statement Dated April 8, 1987 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 IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
Address 7711 QUARTERFIELD ROAD
GLEN BURNIE, MD 21061

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

RECORD FEE 11.00
STAMP .50
MAY 19 1987

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

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

To secure assignment to \*\* True Lease Assignment dated 12-15-85, Schedule #04, dated 3-18-87 between Assignor as Lessor and LEASE ACCOUNT # 585121 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 4-3-87 between Assignor and Assignee:

- 1 (One) CBS I Model 1150-L with 32 Bit Processor & 256 K of Memory
1 (One) 20 Mega Bytes Winchester Hard Disc System w/CCR
1 (One) Texas Instrument Omni 800 Model 850
2 (Two) Lear Sigler Terminals & all Cables & Misc. parts

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SARRO/SIEGEL LEASING PARTNERSHIP

(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

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

(Signature of Secured Party)
William J. Ottey
Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

\*\*Irvington Federal Savings and Loan Association

9000240
S/S/DR. SCT

512 301

267646

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 4/22/87 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 IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

RECORD FEE 11.00  
POSTAGE .50  
#2612 0777 R01 115:37  
MAY 19 87

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

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

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

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated Sept. 25, 1987, Schedule # 01, dated Sept. 26, 1987 between Assignor as Lessor and LEASE ACCOUNT # 685290 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 4/22/87 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]  
(Signature of Debtor)

Frank J. Sarfo, III, Exec. V.P.

Type or Print Above Signature on Above Line

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

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

[Signature]  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

90001262  
HT/TAY/ASN

EQUIPMENT LIST

QUANTITY

DESCRIPTION

1 (one)	Data General MV/2000DC Computer w/IAP Option, 2 MB Memory, 120MB Disk Drive, 22MB Cartridge tape, License to use AOS/VS and COBOL
1 (one)	12 Port MUX
4 (four)	132 Column Display Terminals
4 (four)	80 Column Display Terminals
1 (one)	IAI 160 cps Printer
1 (one)	1200 Baud Modem
1 (one)	Communications Manager
1 (one)	Transtector Surge Protector
1 (one)	Cables and interface, Sequitur VII, Word Perfect, Easylink, Bulletin Writing, General Ledger, Math Plan, and Spoilage

TRANS-AMERICAN LEASING CORPORATION

BY: *Frank J. Sarro, III*

TITLE: Frank J. Sarro, III, Exec. V.P.

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: *William J. Ottey, V.P.*

TITLE: William J. Ottey, Exec. V.P.

BOOK 512 PAGE 303

267775

TO BE RECORDED IN THE  
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor:  
Robert M. Boras and  
Suzanne Warren

Address:  
P. O. Box 9304  
Washington, D.C. 20005

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

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

RECORD FEE 18.00  
NOTARIAL .50  
MAY 18 1987  
MAY 18 1987

3. This Financing Statement covers:

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

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

1/2  
2

512 300

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 the development of the property as contemplated.

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

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

Debtor:

*Robert M. Boras* (SEAL)  
Robert M. Boras

*Suzanne Warren* (SEAL)  
Suzanne Warren

BY: *Robert M. Boras* (SEAL)  
Robert M. Boras, her  
attorney-in-fact

Dated: *4/22/87*

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

S356453P.MLS

Parcel One

BEGINNING for the same at a boundary stone found in the center of the Old County Road from Fork Bridge to Priest Bridge and in the beginning of the North 48 degrees 55minute West 1130.6 foot line of the conveyance by W. Meade Holliday to Benjamin A. King and wife by deed dated March 23, 1927, and recorded among the Land Records of Anne Arundel County, Maryland in Liber F.S.R. 9, folio 219; said property being shown on a plat of the Stewart Duvall property filed among the Plat Records of Anne Arundel County in Plat Book 13, Plat Number 1, said beginning point also being at the beginning of the closing line of the conveyance by William G. Williams and wife to Benjamin A. King and wife by deed dated March 17, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 9, folio 226; thence leaving said beginning point so fixed and running reversely with said conveyance by Williams to King as now surveyed, and with the center line of said County Road (now abandoned) North 31 degrees 18 minutes 20 seconds East 185.63 feet to an iron pipe found in the center of the abandoned County Road from Woodwardville to Davidsonville North 60 degrees 11 minutes 40 seconds West 249.15 feet to an iron pipe now set, North 63 degrees 11 minutes 40 seconds West 400.13 feet to an iron pipe now set, North 75 degrees 58 minutes 40 seconds West 304.01 feet to the northeastern-most side of Route #424 (50 feet wide) (See Deed by Benjamin A. King and wife to the County Commissioners of Anne Arundel County dated February 11, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 231, folio 483; thence leaving said conveyance by Williams to King and running with said side of Route #424 through the said conveyance by Holliday to King, the first parcel of the conveyance by Edward J. Edelen, et al., to Benjamin A. King and Wife by Deed dated March 29, 1920, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber W.N.W. 17, folio 213, South 50 degrees 07 minutes 40 seconds East 727.68 feet and South 49 degrees 47 minutes 20 seconds East 857.83 feet to the interchange of the West side of the South Bound Land of Maryland Route #3 (formerly U.S. #301) with the northeastern side of Route #424; thence leaving said Route #424 and running with said interchange (see State Roads Commission Plat Number 16262). North 40 degrees 11 minutes 50 seconds East 9.0 feet and North 63 degrees 31 minutes East 155.21 feet to intersect the North 50 degrees 25 minutes West outline of the said first parcel of the conveyance by Edelen, et al., to B. A. King; thence leaving said interchange and running with the said line North 55 degrees 11 minutes 40 seconds West 707.65 feet to the place of beginning. Containing 5.304 acres, more or less. According to a survey and plat made by Edward Hall, III, Registered Land Surveyor, in June, 1961.

SAVING AND EXCEPTING from the above conveyance all those portions or parts thereof as conveyed to State Roads Commission in Liber 2116 at folio 587 and Liber 1153 at folio 502, leaving a wet area of 5.089 acres, more or less. BEING part of Parcel 5 of Liber 1666 at folio 417.

(See attached page for Parcel Two)

## EXHIBIT 'A'

## PARCEL D-9

All that 100.00 piece or parcel of ground situated, lying and being in the Second Election District of Anne Arundel County and described as follows, according to plat and survey thereof: Made by James B. Hicks, County Surveyor, May 1890, Beginning for the same at an old stone here found marking the northwest-east corner of that conveyance from William G. Williams and Mary Louise Williams, his wife, to Earl Ruppert and Lottie Ruppert, his wife, by deed dated January 11, 1921, and recorded among the Land Records of Anne Arundel County in Liber 886 No. 60 (folio 30); thence from the point of beginning so fixed and following the outlines of said conveyance, as now corrected for magnetic declination and variation, north 37 degrees 51 minutes 47 seconds east 135.53 feet to an iron pipe here set and south 55 degrees 27 minutes 30 seconds East 341.27 feet to an iron pipe here set at the point of beginning of a conveyance from Anne C. Thornton, widow, to Earl Ruppert and wife by deed dated April 15, 1911, and recorded as aforesaid in Liber 588 No. 95 (folio 3-4); said iron pipe is set North 53 degrees 36 minutes 20 seconds west 142 feet from the center of a locust stump retained in said deed from Thornton to Ruppert as a locust tree; thence leaving the outlines of the first mentioned conveyance and running along the east line of the last mentioned conveyance as now corrected as aforesaid, South 50 degrees 26 minutes 20 seconds East 142.8 feet to an iron pipe here set; thence leaving the outlines of said last mentioned conveyance, and running south 51 degrees 40 minutes 40 seconds East 273.55 feet to an iron pipe here set at a culvert on the northwestmost side of the Crain Highway thence along said side of said Crain Highway, the following courses and distances: South 37 degrees 05 minutes 10 seconds West 55 feet; South 33 degrees 17 minutes 20 seconds West 100 feet; and south 31 degrees 17 minutes 50 seconds west 110.54 feet to an iron pipe here found in the southwest-east boundary of the first mentioned conveyance; thence with part of said southwest-east boundary, also corrected as aforesaid, North 45 degrees 36 minutes 20 seconds West 789.55 feet to the point of beginning. Containing 4.29 acres of land, more or less.

SAVING AND EXCEPTING all that property as filed in Condemnation Proceeding Contract #AA455-7-520, Item #37535 and also as shown on State Roads Plats No. 18202 and 18281.

# Butler Leasing Company

512 30

267647

FINANCING STATEMENT (FORM UCC-1)

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

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

LESSEE (DEBTOR): HOLMATRO INCORPORATED  
523 Benfield Road  
Severna Park, Maryland 21146

LESSOR (SECURED PARTY): BUTLER AND COMPANY, INC.  
  
P. O. Box 505  
Ellicott City, MD 21043-0505

ASSIGNEE OF LESSOR:

EQUITY BANK NA  
100 South Chesapeake Street  
Baltimore, MD 21201

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

PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES AND PROCEEDS OF COLLATERAL  
(including Insurance Proceeds) ARE COVERED HEREUNDER

LESSEE (DEBTOR):

HOLMATRO INCORPORATED

BY:

KEES SMLEHYZED VICE PRES  
PRINT NAME & TITLE

LESSOR (SECURED PARTY):

BUTLER AND COMPANY, INC.

BY:

Deborah Stran-Scherr  
DEBORAH STRAN-SCHERR, CREDIT MANAGER

TO THE FILING OFFICER: After this statement has been recorded please return to:

BUTLER AND COMPANY, INC.  
P. O. Box 505  
Ellicott City, MD 21043-0505

204  
D-05-1

307 512 305

# EQUIPMENT SCHEDULE

<u>QUANTITY</u>	<u>DESCRIPTION</u>
	IBM XT w/360K diskdrive & Keyboard s/n 2121667
	640K Memory
	Seagate Model ST-238 30MB hard disk S/N 02577800387A 322003614
	Magnavox RGB80 monitor S/N 52186690
	Hercules color card S/N C70102893
	Sysgen smart image 20MB tape backup 21-10185
	IBM XT w/2-360K disk drives & Keyboard S/N 2083880
	640K Memory C 322605678
	Seagate Model ST-238 30MB hard disk 02604740387A 02604740387A
	I/O Card 354365
	Hercules color card
	Magnavox RGB80 Monitor 52186100
	Okidata Model 192 plus printer s/n 701A10955224
	Brother HR-35 printer NEC Printer model 3550
	2 6ft. cables

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES.

864688

512-311

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

February 20, 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. 247693 Dated June 10, 1983

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

DEBTOR OF DEBTORS (name and address):

NAME Thomas R. Rhees & Caroline W. Rhees

ADDRESS 37 City Gate Lane

Annapolis, Md. 21401

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

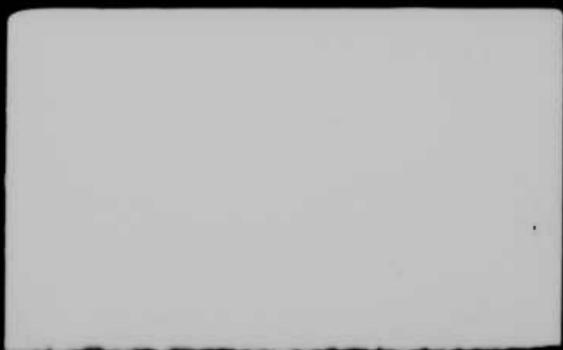
NAVY FEDERAL CREDIT UNION  
Secured Party

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

ASSISTANT TREASURER  
(Title)

Mail to

FREE STATE TITLE & ESCROW, INC.  
2301 KATCEP AVENUE  
PAROLE STATION  
ANNAPOLIS, MARYLAND 21401  
261-8938, 266-5566



STATE OF MARYLAND

FINANCING STATEMENT

BOOK 512 DIST 31 Ann Arundel City, Md

Identifying File No. 267776

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 ANNAPOLIS PAVING SERVICE, INC.  
Address 111 Defence Highway, Annapolis, MD. 21401

2. SECURED PARTY

Name INGERSOLL-RAND COMPANY  
Address 5681 Main St., Elkridge, MD. 21227

RECORD FEE 11.00  
POSTAGE .50  
MAY 19 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)

1 - Ingersoll-Rand P100WD Air Compressor, SN 142544 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 Blvd.  
King of Prussia, PA 19406

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)

ANNAPOLIS PAVING SERVICE, INC.  
*Richard Wilby* (Signature of Debtor) *pres.* (Title)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

INGERSOLL-RAND COMPANY

*Bradley W. Berger* (Signature of Secured Party)

Bradley W. Berger, Office Mgr.

Type or Print Above Signature on Above Line

11-50

STATE OF MARYLAND  
FINANCING STATEMENT FORM 5004

800 512 311  
Identifying File No. 267649

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

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

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

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

1. DEBTOR

Name JOHN F MC DONOUGH T/A MC DONOUGH BACKHOE SERVICE  
Address 1915 NORFOLK ROAD GAMBRILLS MARYLAND 21054

2. SECURED PARTY

ASSIGNEE  
Name KUBOTA CREDIT CORPORATION, USA  
SOUTHEAST DIVISION  
Address 4444 SHACKLEFORD RD.  
NORCROSS, GEORGIA 30093

RECORD FEE 12.00  
POSTAGE .50  
MAY 19 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)

- 1 - NEW KUBOTA TRACTOR MN# L2250 SN# 11207
- 1 - NEW KUBOTA MOWER RC60-25 10505
- 1 - NEW TRAC VAC VACUUM 580
- KUBOTA CONTRACT #13400-811098

Name and address of Assignee Secured Party  
BALDWIN SERVICE CENTER INC.  
41 DEFENSE HIGHWAY  
ANNAPOLIS MARYLAND 21401

CHECK  THE LINES WHICH APPLY

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

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

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

John F. McDonough  
(Signature of Debtor)

JOHN F MC DONOUGH

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

Use H. Fish

Type or Print Above Signature on Above Line

12/50

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 512 PAGE 312  
Identifying File No. 267650

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

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

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

This financing statement Dated April 16, 1987, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Wayne T. Bayly T/A Beetle Bayly Septic Service  
Address 850 Evergreen Road, Severna Park, MD 21144

2. SECURED PARTY

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

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

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

One CASE 580SE Loader/Extendahoe  
S/N 17039691

Name and address of Assignee  
RECORD FEE 12.00  
STAMP .50  
NOTES CITY MD 109405  
MAY 19 87

At

CHECK  THE LINES WHICH APPLY

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

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

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

*Wayne T. Bayly*  
(Signature of Debtor)

Wayne T. Bayly  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*PSO*

*Barclay D. Tucker*  
(Signature of Secured Party)

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

Lease #NFSL 2052

MARYLAND FINANCING STATEMENT

267777

512 1313

(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 Four Winds Enterprises, Inc.
(Name or Names)
7465-M Candlewood Rd. Harmans, MD 21077
(Address)

LESSEE (Name or Names) (Address)
11:00
.50
MAY 19 87

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

3. ASSIGNEE (if any) Of LESSOR Northfield Federal Savings
(Name or Names)
1844 E. Joppa Rd. Baltimore, Maryland 21234
(Address)

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

1 - Ricoh R-205 facsimile s/n R256100329

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

LESSEE
Four Winds Enterprises, Inc.
By: John Gillespie (Title)
(Type or print name of person signing)
By: (Title)
(Type or print name of person signing)

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

11/50

ADD: 512 P-311

267778

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)) RALSTON, Scott S. RD 2, Box 84 Clearville, PA 15535	2. Secured Party(ies) and address(es) CHELSEA GROTON SAVINGS BANK Franklin Square Norwich, CT 06360	3. Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50 #127116 CT771 801 707:57 MAY 19 87
--	--	---

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

1987 Harbor Craft HC-250 26'8" Hull #BHQ004851687  
Engine Mercruiser Ser.#B527084 260 HP  
Trailer E-Z Loader Mod. 7-MT Ser.#1ZE1RZW1XHD004878

Includes all electronics & appurtenances

NOT SUBJECT TO RECORDATION TAX

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

*[Signature]*

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

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

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

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

Scott S. Ralston

By *Scott S. Ralston* 1130 By *[Signature]* \_\_\_\_\_  
 Signature(s) of Debtor(s) Title Signature(s) of Secured Party(ies) Title

STANDARD FORM - FORM UCC-1.

BOOK 512 PAGE 315

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):  
JACK GRAY TRANSPORT, INC.  
4600 E. 15th. Avenue  
Gary, In 46403

2. Secured Party(ies) and address(es)  
FIRST EASTERN LEASING CORP.  
30 E. PADONIA RD.  
TIMONIUM, MD. 21093

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

RECORD FEE 10.00  
#12715 0777 FOR 107:56  
MAY 19 87

4. This statement refers to original Financing Statement bearing File No. Liber 485 Page 35  
Filed with Circuit Ct. AA Co. 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. QUP 1200 S/N G55477

No. of additional Sheets presented:

Ginny Berry First Eastern Leasing Corp.

By: Ginny Berry, First Eastern Leasing Corp  
Signature(s) of Secured Party(ies)

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

File: Ann Arundel County Financing Statement Records

Principal Amount is \$6,525,000.00. Not subject to recordation tax. The appropriate amount of documentary stamps are affixed to a Deed of Trust and Security Agreement recorded among the Land Records of Ann Arundel County and given as security for the same loan.

FINANCING STATEMENT

This instrument is prepared as, and is intended to be, a Financing Statement complying with the formal requisites therefor as set forth in the Maryland Uniform Commercial Code.

1. The name and address of the debtor ("Debtor") is:

ADMIRAL PARRAGUT JOINT VENTURE  
1110 Fidler Lane, Suite 300  
Silver Springs, Maryland 20910

2. The name and address of the secured party ("Secured Party") is:

AMERICAN GENERAL LIFE AND ACCIDENT  
INSURANCE COMPANY  
c/o American General Investment  
Corporation  
P.O. Box 1375  
Houston, Texas 77251  
Attention: Senior Vice President

RECORD FEE 19.00  
POSTAGE .50

3. This Financing Statement covers the following types of collateral ("Collateral"):

W12091 0666 R01 114:09

MAY 19 87

All furniture and furnishings, goods, equipment, property, and fixtures (including, without limitation, all heating, and air conditioning equipment), partitions, dynamos, window screens and shades, drapes, rugs, and other floor coverings, awnings, motors, boilers, furnaces, pipes, plumbing, sprinkler systems, fire extinguishing apparatus and systems, water tanks, and electric machinery and the like, and future replacements, betterments, substitutions and additions thereto, of the Debtor, its successors and assigns, now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Buildings, other improvements or the Land covered by the Deed of Trust and Security Agreement from Debtor to Secured Party of even date herewith; all proceeds on sums payable in lieu of or as compensation for the loss of or damage to (1) any property covered hereby, or (2) the real property upon which the said property covered hereby is or may be located, and all rights in and to all present and future fire and/or hazard insurance policies; all awards made by any public body or decreed by any Court of competent jurisdiction for a taking or for degradation of value in any eminent domain proceedings; all of Debtor's right, title, and interest in accounts, chattel paper, and general intangibles and personal property of any kind and character described in and covered by the Deed of Trust and Security Agreement from Debtor to Secured Party of even date herewith. All of the Debtor's interest and rights as Lessor in and to all leases now or hereafter affecting the said real property or any part thereof, and/or all rental income, whether

*Handwritten initials/signature*

ROBERT J. WOOD, ESQ.  
PICKETT, THOMAS & BERMAN  
7715 Annapolis Road, Suite 203  
Hyattsville, Maryland 20784  
(301) 459-8200



payable pursuant to any present or future lease or otherwise, growing out of any occupancy or use thereof; and all bonds, deposits, letters of credit and any other sums at any time credited by or due from Secured Party to Debtor or any Guarantor, Co-Maker or Surety of Debtor's indebtedness or obligations and held by the Secured Party pursuant to the Deed of Trust and Security Agreement or other security instruments from Debtor to Secured Party of even date herewith. The Collateral is or includes fixtures, and is located on the property described on Exhibit "A" which is attached hereto and made part hereof. The record owner of the property is the Debtor shown herein.

- 4. Proceeds of the Collateral are also covered, coverage of proceeds does not authorize sale or other distribution of the Collateral.

This Financing Statement is signed by Debtor on the 11<sup>th</sup> day of May, 1987.

Debtor:

ADMIRAL FARRAGUT JOINT VENTURE, a Maryland general partnership

By David H. Hillman (seal)  
David H. Hillman, Trustee

By Anthony Izzo, Jr. (seal)  
Anthony Izzo, Jr., Trustee

IK70D  
050687

EXHIBIT "A"

Admiral Farragut Joint Venture

ALL THAT LOT AND PARCEL of ground being known and designated as Section I, Admiral Farragut Apartments; hereinafter described as the First Parcel and all that lot and parcel of ground being known and designated as Section II, Part A and Section II, Part B, Admiral Farragut Apartments, hereinafter described as the Second Parcel, both of which parcels are located in the Second Election District of Anne Arundel County, in the State of Maryland, and being more particularly bounded and described as follows:

BEGINNING FOR THE FIRST PARCEL at a point on the southwesterly right-of-way line of Hilltop Lane as shown on Plat I of Colonial Heights, as recorded among the Plat Records of Anne Arundel County in Plat Book 31, page 10; said point being at the beginning of the South 29°17'10" West 315.76 foot line of the conveyance from Nathan M. Lubar and Bernard Lyon Frishman to Congregation Kneseth Israel by deed dated April 28, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1391, Folio 541, and running from said beginning point so fixed, and with the southwesterly side of Hilltop Lane as referred to Annapolis Metropolitan Grid North, South 60°42'50" East 692.69 feet to a point of curve;

THENCE continuing with said side of Hilltop Lane and with said curve to the right, whose radius is 2261.83 feet for an arc distance of 453.98 feet and a chord of South 54°57'50" East 453.22 feet to a point of tangency known as P.T. Station 17-59.14, as shown on a plat of Colonial Heights recorded among the Plat Records of Anne Arundel County in Plat Book 31, Page 10;

THENCE continuing with said Hilltop Lane, Extended South 49°12'50" East 100.00 feet;

THENCE leaving said Lane, South 40°47'10" West 596.63 feet and North 49°12'50" West 444.84 feet;

THENCE North 60°31'50" East 100.93 feet to a pipe;

THENCE North 80°37'30" West 160.55 feet to a pipe;

THENCE North 49°48'10" West 125.00 feet to a pipe;

THENCE North 33°35'20" West 164.59 feet to a pipe;

THENCE North 69°02'00" West 259.14 feet to a pipe;

THENCE North 20°50'30" East 154.85 feet to a pipe;

THENCE North 61°58'30" West 40.01 feet to the end of the aforementioned South 29°17'10" West 315.76 foot line of the conveyance to Congregation Kneseth Israel;

THENCE with said line, reversely, North 29°17'10" East 315.76 feet to the place of beginning. CONTAINING 13.14 acres, more or less.

\* As shown on Plat Book 32, folio 95  
\*\* As shown on Plat Book 32, folio 91  
\*\*\* As shown on Plat Book 32, folio 92

*206*

## EXHIBIT "A"

## Admiral Farragut Joint Venture

Page 2 of 2

SAVING AND EXCEPTING therefrom so much of said parcel as lies in the bed of Hilltop Lane as shown on Plat No. 1770 filed at Plat Book 32, Folio 95.

BEGINNING FOR THE SECOND PARCEL at the end of the South 58°16'10" West 301.89 foot line described in the conveyance by deed dated March 13, 1961, from Nathan M. Lubar and Bernard Frishman to Metropolitan Development Corporation, recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1464, Folio 322, (The Metropolitan Development Corporation being changed to Kent Washington, Inc., as approved by the State Tax Commission on April 3, 1961);

THENCE with the outlines of Truxton Heights and the north outline of the above-mentioned conveyance, South 56°48'50" East 666.56 feet to the westerly side of Boxwood Road;

THENCE continuing along said course and crossing Boxwood Road, a 50.00 foot road, South 56°48'50" East 50.04 feet to the easterly side of said road;

THENCE leaving Boxwood Road and continuing along said course, South 56°48'50" East 960.12 feet to a point;

THENCE South 34°47'50" West 272.71 feet and North 55°12'10" West 75.00 feet to the center line of a 10.00 foot utility right-of-way being shown on City of Annapolis Utility Right-of-Way Plat No. 161 and conveyed to the City of Annapolis in Liber G.T.C. 1370, Folio 30, at Manhole No. 6-40;

THENCE with part of the center line of said right-of-way on Plat No. 161, North 89°33'00" West 248.22 feet;

THENCE leaving said right-of-way, South 78°42'50" West 124.11 feet to a point;

THENCE continuing South 78°42'50" West 302.00 feet;

AND THENCE South 47°14'30" West 48.00 feet to the north right-of-way line of Hilltop Lane;

THENCE with the north right-of-way line of Hilltop Lane, North 50°41'50" West 754.00 feet to the point of curvature of a curve to the left having a radius of 570.53 feet and an arc of 99.73 feet, and chord bearing and distance of North 55°42'20" West 99.61 feet to the point of tangency of said curve;

THENCE North 60°42'50" West 309.97 feet to a point located on the north side of Hilltop Lane;

THENCE leaving Hilltop Lane and running with the west side of Wake Avenue, North 29°17'10" East 310.72 feet;

THENCE crossing Wake Avenue, South 60°42'50" East 50.00 feet to the east side of Wake Avenue;

THENCE leaving Wake Avenue, North 42°18'00" East 380.04 feet to the point of beginning.

SAVING AND EXCEPTING therefrom so much of said parcel as lies in the bed of Wake Avenue as shown on Plat No. 1766 filed at Plat Book 32, Folio 91.

JKC03F

BLL

267651

512 321

1. State Billing Account #	No. of additional sheets	Libr	Page	For Filing Office (Date, Time, Number and Filing Office)
2. Debtor LESSEE:	11			Do Not Use This Box
MERCANTILE SAFE DEPOSIT & TRUST 742 Old Hammonds Ferry Rd. Linthicum, MD 21090		3. Secured Party LESSOR:	CMI CORPORATION 2600 Telegraph P.O. Box 2026 Bloomfield Hills, MI 48303-2026	
4. Name and address(es) of assignee(s) (if any)		CHECK <input checked="" type="checkbox"/> if applicable		
GOLDONE FSB One Fountain Plaza Buffalo, NY 14203		5. <input 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				CNTY: MD

RECORD FEE 49.00  
 POSTAGE .50  
 WJ3046 OTT R01 T08:49  
 MAY 20 87  
*PA*

FILING FOR INFORMATIONAL PURPOSES ONLY. THE TRANSACTION COVERED BY THIS UCC FILING IS CONSIDERED TO BE A TRUE LEASE BY BOTH LESSEE AND LESSOR.

SEE ATTACHMENT FOR DESCRIPTION OF IBM EQUIPMENT  
 "NOT SUBJECT TO RECORDATION TAX" "PLEASE RETURN REFERENCES"

MERCANTILE SAFE DEPOSIT & TRUST  
*Martin A. Waffe*  
 Signature of LESSEE

CMI CORPORATION  
*[Signature]*  
 Signature of LESSOR

SECRETARY OF STATE COPY

- 50

<u>SCHED</u>	<u>Qty</u>	<u>Mfg.</u>	<u>Model/ Feature</u>	<u>Description</u>	<u>Identification or Serial No.</u>	<u>Acceptance Date</u>	<u>Location</u>
2-1	19	IBM	3178-C20	Display	KL382, KL406, KL426, KL438, KL441, KL449, KL452, KL453, KL456, KL461, KN172, KN209, KP100, KP177, KP226, KP230, KP233, KP236, MX481	May 31, 1985	742 Old Hammonds Ferry Road Linthicum, MD 21090 512-321
	4	IBM	3178-C20	Display	KL407, KL436, KN150, KP223	May 30, 1985	742 Old Hammonds Ferry Road Linthicum, MD 21090
2-2	1	IBM	3274-61C	Controller	X8142	June 6, 1985	Charles & Chase Sts. Baltimore, MD
	1	IBM	3178-C20	Display	KL405	June 2, 1985	742 Old Hammonds Ferry Road Linthicum, MD 21090
	12	IBM	3178-C20	Display	KL384, KL433, KL442, KL444, KL454, KL455, KN205, KN207, KN208, KP225, KP261, MX482	June 3, 1985	742 Old Hammonds Ferry Road Linthicum, MD 21090
	6	IBM	3178-C20	Display	KL428, KL403, KL457, KN198, KN206, KP219	June 4, 1985	742 Old Hammonds Ferry Road Linthicum, MD 21090
	2	IBM	3178-C20	Display	KL446, KN212	June 6, 1985	Charles & Chase Sts. Baltimore, MD
	1	IBM	3178-C20	Display	KL416	June 6, 1985	742 Old Hammonds Ferry Road Linthicum, MD 21090
2-3	2	IBM	3178-C20	Displays	KL358, KN204	June 7, 1985	1000 North Point Blvd. Baltimore, MD
	2	IBM	3178-C20	Displays	KL385, KL381	June 7, 1985	Calvert & Redwood Sts. Baltimore, MD
	1	IBM	3178-C20	Displays	KL458, <del>KL458</del>	June 7, 1985	742 Old Hammonds Ferry Road Linthicum, MD
	1	IBM	3178-C20	Display	KE981	June 11, 1985	5119 Roland Ave. Baltimore, MD
	2	IBM	3178-C20	Displays	KF427, KE977	June 12, 1985	2000 Joppa Road Baltimore, MD
	1	IBM	3178-C20	Display	KF154	June 12, 1985	4952 Mercantile Rd. Baltimore, MD
	1	IBM	3178-C20	Display	KE968	June 12, 1985	742 Old Hammonds Ferry Road Linthicum, MD

512-322

1	IBM	3274-61C	Controller	X8139	June 7, 1985	1000 North Point Blvd. Baltimore, MD
1	IBM	3274-61C	Controller	X8148	June 7, 1985	Calvert & Redwood Sts. Baltimore, MD
1	IBM	3274-61C	Controller	X8022	June 11, 1985	5119 Roland Avenue Baltimore, MD
1	IBM	3274-61C	Controller	X8019	June 12, 1985	2000 Joppa Road Baltimore, MD
1	IBM	3274-61C	Controller	X9250	June 12, 1985	4952 Mercantile Rd. Baltimore, MD

SCHED

2-4

2	IBM	3274-61C	Controller	X9251	June 14, 1985	4201 Chapel Rd., Baltimore, MD
		w/3701, 6302, 6101		X6960	June 14, 1985	2050 York Rd., Baltimore, MD
1	IBM	3274-61C	Controller	X9252	June 18, 1985	200 Shawan Rd., Baltimore, MD
		w/3701, 6302, 6101				
1	IBM	3274-61C	Controller	X8020	June 20, 1985	44 E. Sudbrook Ln., Baltimore, MD
		w/3701, 6302, 6101				
2	IBM	3274-61C	Controller	X8021	June 24, 1985	6799 Columbia Pike, Baltimore, MD
		w/3701, 6302, 6101		X8146	June 24, 1985	Reece Rd. & McArthur Blvd., Baltimore, MD
3	IBM	3274-61C	Controller	X8136	June 25, 1985	Redwood & Broadfoot St., Baltimore, MD
		w/3701, 6302, 6101		X8141	June 25, 1985	1145 Annapolis Rd., Baltimore, MD
				X8133	June 25, 1985	#2 Village Green/Crofton, Baltimore, MD
2	IBM	3274-61C	Controller	X8016	June 26, 1986	Rt. 4 & Fowlers Rd./Sunderland Baltimore, MD
		w/3701, 6302, 6101		X8015	June 26, 1985	Rt. 4/Solomons, Baltimore, MD
1	IBM	3274-61C	Controller	X8132	June 27, 1985	1025 Washington Blvd., Baltimore, MD
		w/3701, 6302, 6101				
1	IBM	3274-61C	Controller	X8131	June 28, 1985	2038 Liberty Rd., Baltimore, MD
		w/3701, 6302, 6101				
4	IBM	3178-C20	Display	KF177	June 14, 1985	4201 Chapel Rd., Baltimore, MD
				KF189	June 14, 1985	742 Old Hammonds Ferry Road, Linthicum, MD
				KF458, KF456	June 14, 1985	2050 York Rd., Baltimore, MD
1	IBM	3178-C20	Display	FK417	June 19, 1985	5910 Baltimore National Pike, Baltimore, MD
1	IBM	3178-C20	Display	KF175	June 20, 1985	8230 Liberty Rd., Baltimore, MD
2	IBM	3178-C20	Display	KF183, HY932	June 24, 1985	Reece Rd. & McArthur Blvd., Baltimore, MD
4	IBM	3178-C20	Display	KF420, MR970	June 25, 1985	Redwood & Broadfoot St., Baltimore, MD
				KE956	June 25, 1985	1145 Annapolis Rd., Baltimore, MD
				HY930	June 25, 1985	#2 Village Green/Crofton, Baltimore, MD
2	IBM	3178-C20	Display	KF416	June 26, 1986	Rt. 4 & Fowlers Rd/Sunderland Baltimore, MD
				KE969	June 26, 1986	Rt. 4/Solomons, Baltimore, MD
4	IBM	3178-C20	Display	KE983, KF176	June 27, 1985	1025 Washington Blvd., Baltimore, MD
				KE920, KF174		

SCHED	QTY	MANUFACTURER	MODEL	DESCRIPTION	PART NO.	DATE	LOCATION
1	1	IBM	3274-61C	Controller	X8023	July 2, 1985	12613 Laurel-Bowie Rd., Baltimore, MD
2-5	1	IBM	3178-C20	Display	KE975	July 2, 1985	12613 Laurel-Bowie Rd., Baltimore, MD
	1	IBM	3178-C20	Display	KF450	July 2, 1985	6800 Laurel-Bowie Rd., Baltimore, MD
	1	IBM	3274-61C	Controller	X8143	July 3, 1985	Carroll Plaza Shopping Center, Baltimore, MD
	5	IBM	3178-C20	Display	HY520, KF407, HY546, KF140, KF426	July 3, 1985	71 East Main Street, Baltimore, MD
	1	IBM	3178-C20	Display	HY939	July 5, 1985	1621 W. Liberty Road, Baltimore, MD
	1	IBM	3274-61C	Controller	X8017	July 5, 1985	1621 W. Liberty Road, Baltimore, MD
	1	IBM	3178-C20	Display	KF454	July 5, 1985	15920 Old Frederick Road, Baltimore, MD
	1	IBM	3274-61C	Controller	X8144	July 5, 1985	15920 Old Frederick Road, Baltimore, MD
	1	IBM	3178-C20	Display	KN211	July 5, 1985	71 E. Main Street, Baltimore, MD
	1	IBM	3274-61C	Controller	X8138	July 8, 1985	Main Street & Church Circle Baltimore, MD
	1	IBM	3178-C20	Display	KL349	July 8, 1985	Main Street & Church Circle Baltimore, MD
	1	IBM	3274-61C	Controller	X8018	July 8, 1985	1824 George Avenue, Baltimore, MD
	2	IBM	3178-C20	Display	KE971, HY943	July 9, 1985	14440 Cherry Lane Court, Baltimore, MD
	1	IBM	3274-61C	Controller	X8145	July 9, 1985	14440 Cherry Lane Court, Baltimore, MD
	1	IBM	3178-C20	Display	KL421	July 9, 1985	3314 Superior Lane, Baltimore, MD
	1	IBM	3274-61C	Controller	X8134	July 9, 1985	3314 Superior Lane, Baltimore, MD
	1	IBM	3178-C20	Display	HY540	July 10, 1985	7720 Washington Blvd., Baltimore, MD
	1	IBM	3178-C20	Display	KF158	July 10, 1985	10452 Baltimore Avenue, Baltimore, MD
	1	IBM	3178-C20	Display	KF180	July 10, 1985	15628 Columbia Pike, Baltimore, MD
	2	IBM	3178-C20	Display	MX489, HY545	July 11, 1985	2334 Rock Spring Road, Baltimore, MD
				Display	KI417	July 11, 1985	4 E. Jarrettsville Road,

512-321

SCHED	QTY	MANUFACTURER	MODEL	DESCRIPTION	IDENTIFICATION	DATE	LOCATION
	1	IBM	3274-61C	Controller	X8137	July 3, 1985	71 East Main Street Baltimore, MD
2-6	1	IBM	3178-C20	Display	KL429	July 12, 1985	198 Thomas Johnson Drive Baltimore, MD
	4	IBM	3178-C20	Display	KN125, KP221, KL427, KL448	July 12, 1985	30 North Market Street Baltimore, MD
	1	IBM	3178-C20	Display	KL424	July 12, 1985	Prospect Plaza Shopping Center Baltimore, MD
	1	IBM	3178-C20	Display	KL389	July 12, 1985	Route 194 & Glade Boulevard Baltimore, MD
	2	IBM	3178-C20	Display	MX488, KL445	July 15, 1985	4th & Main Streets Baltimore, MD
	3	IBM	3178-C20	Display	MX484, KP229, KL418	July 15, 1985	205 Market Street Baltimore, MD
	1	IBM	3274-61C	Controller	X8147	July 16, 1985	Church & Main Streets Baltimore, MD
	1	IBM	3178-C20	Display	KP231	July 16, 1985	Church & Main Streets Baltimore, MD
	1	IBM	3274-61C	Controller	X8135	July 16, 1985	211 High Street Baltimore, MD
	1	IBM	3178-C20	Display	KP244	July 16, 1985	211 High Street Baltimore, MD
	1	IBM	3178-C20	Display	KF455	July 18, 1985	Maryland Route 5/Hughesville Baltimore, MD
	1	IBM	3178-C20	Display	KN194	July 19, 1985	Route 5 Charlotte Lexington, MD
	1	IBM	3178-C20	Display	KE965	July 19, 1985	Route 5 S. Breton Hall Breton, MD
	1	IBM	3178-C20	Display	KL443	July 19, 1985	Hollywood Leonardtown, MD
	1	IBM	3178-C20	Display	KN202	July 19, 1985	Great Mill Road Lexington, MD
	1	IBM	3178-C20	Display	KL420	July 19, 1985	5 East Park Aveue Leonardtown, MD
	1	IBM	3178-C20	Display	KF451	July 22, 1985	Calvert Village Baltimore, MD
	2	IBM	3178-C20	Display	KF466, KL413	July 25, 1985	409 Washington Avenue Towson, MD
	1	IBM	3178-C20	Display	KP237	July 29, 1985	2 Hopkings Plaza Baltimore, MD

SCHED	1	IBM	3178-C20	Display	KL-01	7/16/85	5 East Park Avenue Baltimore, MD
	2-7						
	1	IBM	3178-C20	Display	KN188	7/16/85	Main Street Sudlersville, MD
SCHED							
	2-8	1	IBM	3178-C20	KF178	8/7/85	59 East Main Street Baltimore, MD
		1	IBM	3178-C20	KF184	8/1/85	FROSTBURN Mt. Vernon Road Office Baltimore, MD
SCHED							
	2-9	1	IBM	3178-C20	KF157	10/22/85	PRINCESS AVENUE Linthicum Operations Cent Linthicum, MD
		1	IBM	3178-C20	KL447	10/22/85	Linthicum Operations Cent Linthicum, MD
		1	IBM	3274-61C	X8455	10/22/85	Linthicum Operations Cent Linthicum, MD
	3	IBM	3274-61C	Controller	Y0451	June 19, 1985	5910 Baltimore National Pike Baltimore, MD
			w/3701, 6302, 6101		Y0449	June 19, 1985	7301 N. Ritchie Highway Baltimore, MD
SCHED					Y0790	June 19, 1985	7000 Security Boulevard Baltimore, MD
	3-1						
	1	IBM	3274-61C	Controller	Y0453	June 20, 1985	8230 Liberty Road Baltimore, MD
			w/3701, 6302, 6101				
	1	IBM	3274-61C	Controller	Y0454	June 21, 1985	4900-C Waterloo Road Baltimore, MD
			w/3701, 6302, 6101				
	1	IBM	3274-61C	Controller	Y0446	June 24, 1985	12431 Clarksville Road Baltimore, MD
	1	IBM	3178-C20	Display	HH532	June 14, 1985	2050 York Road Baltimore, MD
	3	IBM	3178-C20	Display	HH567, HH547 HK125	June 18, 1985	200 Shawan Road Baltimore, MD
	3	IBM	3178-C20	Display	HK134	June 19, 1985	5910 Baltimore National Pike Baltimore, MD
					HH561	June 19, 1985	7301 N. Ritchie Highway Baltimore, MD
					HH526	June 19, 1985	7000 Security Boulevard Baltimore, MD
	3	IBM	3178-C20	Display	HK129, HK122	June 20, 1985	44 East Sudbrook Lane Baltimore, MD
					HK119	June 20, 1985	8230 Liberty Road Baltimore, MD
	1	IBM	3178-C20	Display	HH528	June 21, 1985	4900-C Waterloo Road Baltimore, MD
	2	IBM	3178-C20	Display	HH511	June 24, 1985	12431 Clarksville Road Baltimore, MD
					HH524	June 24, 1985	6799 Columbia Pike Baltimore, MD

	1	IBM	3178-C20	Display	HH555	June 28, 1985	Baltimore, MD
	2	IBM	3178-C20	Display	HH568, HH582	June 28, 1985	203 E. Liberty Road Baltimore, MD
	1	IBM	3864	Modem	67304	June 5, 1985	742 Old Hammonds Ferry Road Linthicum, MD
<u>SCHED</u>	1	IBM	3274-61C	Controller	Y0452	July 2, 1985	4th & Main Street, Baltimore, MD
3-2	2	IBM	3178-C20	Display	HH536, HH562	July 2, 1985	4th & Main Street, Baltimore, MD
	1	IBM	3274-61C	Controller	Y0445	July 2, 1985	6800 Laurel-Bowie Road, Baltimore, MD
	1	IBM	3274-61C	Controller	Y0450	July 2, 1985	1344 Crain Highway, Baltimore, MD
	1	IBM	3178-C20	Display	HH523	July 2, 1985	1344 Crain Highway, Baltimore, MD
	1	IBM	3178-C20	Display	HH577	July 3, 1985	Carroll Plaza Shopping Center, Baltimore, MD
	1	IBM	3178-C20	Display	HK146	July 5, 1985	15920 Old Frederick Road, Baltimore, MD
	2	IBM	3179-C20	Display	HH563, HK148	July 8, 1985	1824 George Avenue, Baltimore, MD
	1	IBM	3178-C20	Display	HH531	July 9, 1985	14440 Cherry Lane Court, Baltimore, MD
	1	IBM	3178-C20	Display	HH533	July 9, 1985	3314 Superior Lane, Baltimore, MD
	1	IBM	3274-61C	Controller	Y0447	July 10, 1985	7720 Washington Blvd., Baltimore, MD
<u>SCHED</u>	1	IBM	3178-C20	Display	HH554	July 11, 1985	4 E. Jarrettsville Road, Baltimore, MD
3-3	(1)	IBM	3178-C20	Display	HH573	July 12, 1985	470 W. Patrick Street Baltimore, MD
	(1)	IBM	3178-C20	Display	HH578	July 16, 1986	742 Old Hammonds Ferry Road Linthicum, MD
	(2)	IBM	3178-C20	Display	KP801, HH564	July 16, 1985	211 High Street Baltimore, MD
	(1)	IBM	3178-C20	Display	HH537	July 18, 1985	Shoppers World Shop Center Waldorf, MD
	(1)	IBM	3178-C20	Display	HH572	July 19, 1985	Patuxent River Baltimore, MD
	(1)	IBM	3178-C20	Display	HH560	July 19, 1985	5 East Park Avenue Leonardtown, MD
	(1)	IBM	3178-C20	Display	HH571	July 22, 1985	304 Charles Street Laplata, MD
	(1)	IBM	3178-C20	Display	HH534	July 22, 1985	Calvert Village Baltimore, MD
	(4)	IBM	3178-C20	Display	HH565, HH530, HH522, HH500	July 25, 1985	409 Washington Avenue Towson, MD
	(1)	IBM	3178-C20	Display	HH570	July 25, 1985	8 West Belair Avenue Baltimore, MD
	(2)	IBM	3178-C20	Display	HK137, HH527	July 31, 1985	30 Somerset Avenue Baltimore, MD
	(1)	IBM	3178-C20	Display	HH525	July 31, 1985	10 Maryland Avenue Baltimore, MD

<u>SCHED</u>	1	IBM	3178-C20	Display	HH569	7/22/85	Calvert Village Shopping Center Calvert Village, MD
	3-4						
	1	IBM	3178-C20	Display	HK126	7/8/85	George Avenue & Edgewood Street Annapolis, MD
	1	IBM	3178-C20	Display	HH529	7/31/85	30 South Somerset Avenue Baltimore, MD
<u>SCHED</u>							
	3-5	1	IBM	3864-001	Modem	66954	59 E. Main Street Baltimore, MD
		1	IBM	3864-001	Modem	67524	133 Bridge Street Baltimore, MD
<u>SCHED</u>							
	3-6	1	IBM	3864-001	Modem	67297	Shoppers World Shopping Center Baltimore, MD
		1	IBM	3864-001	Modem	66958	702 Russell Avenue Baltimore, MD
		1	IBM	3864-001	Modem	67291	10452 Baltimore Avenue Beltsville, MD
		1	IBM	3178-C20	Display	HH521	Linthicum Operations Center Linthicum, MD
		2	IBM	3274-61C w/3701, 6302, 6101	Controller	Y0791, Y0448	Linthicum Operations Center Linthicum, MD
		4	IBM	3864-001	Modem	62853, 66854, 66862, 43686	Linthicum Operations Center Linthicum, MD
		1	IBM	3864-001	Modem	66292	409 Washington Avenue Towson, MD
<u>SCHED</u>							
	4-1	1	IBM	3274-61C	Controller	Y1303	10452 Baltimore Avenue Baltimore, MD
		1	IBM	3274-61C	Controller	Y1311 ✓	15628 Columbia Pike Baltimore, MD
		1	IBM	3274-61C	Controller	Y1312 ✓	2334 Rock Spring Road Baltimore, MD
		1	IBM	3274-61C	Controller	Y1304	4 E. Jarrettsville Road Baltimore, MD
		1	IBM	3274-61C	Controller	Y1306	198 Thomas Johnson Drive Baltimore, MD
		1	IBM	3274-61C	Controller	Y1308	30 North Market Street Baltimore, MD
		1	IBM	3274-61C	Controller	Y1307	470 W. Patrick Street Baltimore, MD
		1	IBM	3274-61C	Controller	Y1309 ✓	Prospect Plaza Shopping Pl., Baltimore, MD
		1	IBM	3274-61C	Controller	Y1310 ✓	Route 194 & Glade Boulevard Baltimore, MD

	1	IBM	3274-61C	Controller	Y1305 512 328	July 15, 1985	205 Market Street Baltimore, MD
	1	IBM	3274-61C	Controller	Y1302	July 17, 1985	213 Talbot Street Baltimore, MD
	7	IBM	3178-C20	Display	KL685, KR292, NA036; KR304; KR316; NA101; KR308	July 25, 1985	409 Washington Avenue Towson, MD
	12	IBM	3178-C20	Display	KL714, KL708, KU980, KZ125, KR290, KR301, KL712, KL717 KL679, KR312 KL709, KL711	July 29, 1985 July 30, 1985	2 Hopkins Plaza Baltimore, MD
	3	IBM	3178-C20	Display	KL683, KR285, KR300	July 30, 1985	Gaithersburg, Baltimore, MD
	5	IBM	3178-C20	Display	KR279, KR309, KR288, KL689, KR317	July 31, 1985	2 Hopkins Plaza Baltimore, MD
	3	IBM	3178-C20	Display	KL684, KL715, KL691	July 31, 1985	30 Somerset Avenue Baltimore, MD
<u>SCHED</u>							
4-2	2	IBM	3178-C20	Display	KL710, KL686	7/29/85	2 Hopkins Plaza Boston, MD
	1	IBM	3178-C20	Display	KL687	7/19/85	5 East Park Avenue Boston, MD
	2	IBM	3178-C20	Display	KL716, KL690	7/31/85	30 South Somerset Avenue Boston, MD
	2	IBM	3178-C20	Display	KR289, KL693	7/30/85	702 Russell Avenue Boston, MD
	2	IBM	3178-C20	Display	KR284, KR287	7/25/85	409 Washington Avenue Towson, MD
<u>SCHED</u>							
4-3	2	IBM	3178-C20	Display	KR294, KR296	8/6/85	2 Hopkins Plaza Boston, MD
	2	IBM	3178-C20	Display	KR299, KV000	8/2/85	2 Hopkins Plaza Boston, MD
	1	IBM	3178-C20	Display	NA037	8/1/85	Mt. Herman Boston, MD
	1	IBM	3864-001	Modem	17298	8/30/85	Salisbury Mt. Herman Road Office Boston, MD
	1	IBM	3274-61C	Controller	U5501	8/6/85	Salisbury Prince Frederick Shopping Center, Route 4 Boston, MD Prince Frederick
<u>SCHED</u>							
4-4	1	IBM	3864-001	Modem	46621	9/19/85	Main Street Boston, MD
	1	IBM	3864-001	Modem	46626	9/10/85	213 Talbot Street Boston, MD
	1	IBM	3864-001	Modem	17269	9/19/85	238 N. Washington Street Boston, MD

SCHED							
4-5	3	IBM	3178-C20	Display	KL713, KR298, KZ155 512	10/22/85	Linthicum Operations Center Linthicum, MD
	1	IBM	3864-001	Modem	30585	10/1/85	2038 Liberty Road Boston, MD SYKEVILLE
	3	IBM	3864-001	Modem	46625, 17273, 19594	10/22/85	Linthicum Operations Center Linthicum, MD
	1	IBM	3864-001	Modem	49883	10/21/85	1025 Washington Blvd. Laurel, MD
	1	IBM	3864-001	Modem	21772	10/24/85	Carroll Plaza Shpping Center Boston, MD
	1	IBM	3864-001	Modem	12531	10/10/85	Charlotte Hall Boston, MD CHARLOTTE HALL
	1	IBM	3864-001	Modem	50078	10/2/85	2334 Rock Spring Road Boston, MD FOREST HILL

SCHED							
5-1	1	IBM	3178-C20	Display	TB070	7/29/85	2 Hopkins Plaza Boston, MD
	1	IBM	3178-C20	Display	TE466	7/31/85	2 Hopkins Plaza, Boston, MD
	1	IBM	3178-C20	Display	W0557	7/31/85	30 South Somerset Avenue Boston, MD Dorchester
	10	IBM	3178-C30	Display	NC257, NC261, NC268, ND002, ND028, ND031, ND037, TK823, TK825, TK829	7/23/85	Linthicum Operations Center Linthicum, MD
	1	IBM	3178-C30	Display	NC288	7/23/85	742 Old Hammonds Ferry Road Linthicum, MD
	1	IBM	3178-C30	Display	ND023	7/25/85	8 W. Belair Avenue Baltimore, MD
	1	IBM	3274-61C	Controller	Y1468	7/19/85	N.A.S. Cedar Point Road Baltimore, MD
	1	IBM	3274-61C	Controller	Y1469	7/18/85	Shoppers World Shopping Center Baltimore, MD
	1	IBM	3274-61C	Controller	Y1470	7/25/85	409 Washington Avenue Towson, MD
	1	IBM	3274-61C	Controller	Y1472	7/18/85	Route 5 Hughesville, MD
	1	IBM	3274-61C	Controller	Y1473	7/22/85	Calvert Village Shopping Center Baltimore, MD PRINCE FREDERICK

1	IBM	3274-61C	Controller	Y1477	7/19/85	Rt. 5 Jefferson Street Baltimore, MD <i>LEXINGTON</i>	
1	IBM	3274-61C	Controller	Y1573	7/25/85	8 W. Belair Avenue Baltimore, MD	
1	IBM	3274-61C	Controller	Y3767	7/19/85	5 East Park Street Boston, MD <i>LEXINGTON</i>	
1	IBM	3274-61C	Controller	Y3773	7/22/85	304 Charles Street Baltimore, MD <i>LEXINGTON</i>	
1	IBM	3274-61C	Controller	Y3776	7/19/85	Hollywood, MD	
1	IBM	3274-61C	Controller	Y3769	7/31/85	30 South Somerset Avenue Boston, MD <i>PRINCEN AVE</i>	
1	IBM	3274-61C	Controller	Y3770	7/30/85	702 Russell Avenue Boston, MD <i>RETHERWOOD</i>	
1	IBM	3274-61C	Controller	Y3772	7/31/85	Mt. Vernon Road Boston, MD <i>PRINCEN AVE</i>	
1	IBM	3274-61C	Controller	Y3778	7/31/85	10 Maryland Avenue Baltimore, MD <i>CLIFF</i>	
1	IBM	3274-41C	Controller	G7742	7/31/85	2 Hopkins Plaza Boston, MD <i>Baltimore</i>	
1	IBM	3274-61C	Controller	Y1474	7/19/85	Charlotte Hall Boston, MD <i>CHARLOTTE HALL</i>	
1	IBM	3274-61C	Controller	Y1475	7/19/85	429 Great Mills Road Baltimore, MD <i>LEXINGTON AVE</i>	
<u>SCHED</u>							
5-2	1	IBM	3178-C20	Display	TB078	8/2/85	2 Hopkins Plaza Boston, MD <i>Baltimore</i>
	1	IBM	3178-C20	Display	TE464	8/6/85	2 Hopkins Plaza Boston, MD <i>Baltimore</i>
	1	IBM	3178-C20	Display	TE465	8/6/85	Calvert Village Shopping Center Baltimore, MD
	4	IBM	3178-C30	Display	TK834, NC285, TK821, TK822	8/6/85	2 Hopkins Plaza Boston, MD <i>Baltimore</i>
	1	IBM	3274-61C	Controller	Y3768	8/8/85	7720 Washington Blvd. Baltimore, MD <i>LARCA</i>
	1	IBM	3274-61C	Controller	Y3775	8/1/85	Mt. Hermon Road & Civic Avenue Boston, MD <i>SALISBURY</i>
	1	IBM	3274-61C	Controller	Y3777	8/7/85	59 E. Main St. Frostburg, MD
	3	IBM	3866-001	Multi-Modem	54303, 54863, 54864	8/29/85	742 Old Hammonds Ferry Road Linthicum, MD
	17	IBM	3868-002	Modem	61842, 61853, 61855, 61856, 61857, 61858, 63883, 63887, 63890, 63893, 64204 <del>XXXX</del> , 63378, 63377, 63373, 63375, 63374, 63376	8/28/85	742 Old Hammonds Ferry Road Linthicum, MD

<u>SCHED</u>	1	IBM	3178-C20	Display	W0560	9/27/85	742 Old Hammonds Ferry Road Linthicum, MD
5-3	1	IBM	3274-61C	Controller	Y1471	9/13/85	3409 Coastal Highway Baltimore, MD
	1	IBM	3864-001	Modem	43648	9/13/85	3409 Coastal Highway Baltimore, MD Crown City
	1	IBM	3864-001	Modem	44777	9/26/85	6800 Laruel Baltimore, MD Laurel
	1	IBM	3864-001	Modem	51371	9/5/85	Prospect Plaza Shopping Center Baltimore, MD FREDERICK
	1	IBM	3864-001	Modem	26816	9/23/85	8 W. Belair Avenue Baltimore, MD
	1	IBM	3864-001	Modem	15045	9/12/85	Main & Cecil Baltimore, MD Elkton
	1	IBM	3864-001	Modem	19996	9/20/85	Main & Walnut Baltimore, MD Elkton
	1	IBM	3864-001	Modem	62351	9/20/85	123 North Street Baltimore, MD Elkton
<u>SCHED</u>	1	IBM	3178-C20	Display	TB089	10/4/85	742 Old Hammonds Ferry Road Linthicum, MD
5-4	9	IBM	3178-C30	Display	TK817, TK767, TK837, TK830, TK832, TK835, TK836, ND048, ND049	10/24/85	Linthicum Operations Center Linthicum, MD
	3	IBM	3274-61C	Controller	Y1467, Y1476, Y3771	10/22/85	Linthicum Operations Center Linthicum, MD
	1	IBM	3274-61C	Controller	Y3774	10/15/85	La Plata Shopping Center Baltimore, MD Linthicum
	1	IBM	3274-61C	Controller	Y5782	10/24/85	Linthicum Operations Center Linthicum, MD
	1	IBM	3864-001	Modem	42377	10/25/85	44 East Sudbrook Lane Baltimore, MD
	3	IBM	3864-001	Modem	49906, 21443, 23143	10/22/85	Linthicum Operations Center Linthicum, MD
	1	IBM	3864-001	Modem	23496	10/23/85	5119 Roland Avenue Baltimore, MD
	2	IBM	3864-001	Modem	40005, 13099	10/22/85	Linthicum Operations Center Linthicum, MD
	1	IBM	3864-001	Modem	13098	10/25/85	Superior Lane Baltimore, MD Bowie
	1	IBM	3864-001	Modem	21414	10/24/85	15920 Old Frederick Road Baltimore, MD Linthicum
	1	IBM	3864-001	Modem	51372	10/9/85	5910 Baltimore National Pik. Baltimore, MD

267652

512 332

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

No. of Additional Sheets Presented *4*

5751-001800

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 Office: Date, Time, No. Filing Office

Gribbet, Charles E.  
731 214th St.  
Pasadena, MD 21122

Meridian Bank  
PO Box 189  
Reading, PA 19603

RECORD FEE 11.00  
POSTAGE .50  
MAY 20 1987

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

1986 Ebbtide 195STE, #ETC60681J586;  
1986 Evinrude E200STLCD, #G1200386;  
1986 Ebbtide 195, #1L8T1202XG1D22091.

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

Products of the Collateral are also covered

8. Describe Real Estate Here:

This statement is to be indexed in the Real Estate Records

9. Name of a Record (owner)

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

No. & Street      Town or City      County      Section      Block      Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction  
when the Collateral was brought into this State, or when the Debtor's location was changed to this State

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

Charles E. Gribbet

Meridian Bank

By *Charles E. Gribbet*  
Signature(s) of Debtor(s)

By *Mitchell J. Gray*  
Signature(s) of Secured Party(ies)  
(Required only if Item 10 is checked.)

(3/83)

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

512 333

267653

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) RAY M. ALLEN HELINDA A. SPIKER WAYSON'S MHP LOT 13 LOTHIAN MD 20711		2. Secured Party(ies) Name(s) and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BLVD ; #245 WOODBIDGE, VA 22191		3. <input type="checkbox"/> The Debtor is a transmitting utility
5. This Financing Statement covers the following type(s) of property: 1976 WINDSOR 70 X 14 SERIAL # ZW169145109 "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		4. Filing Office (Project, Date, Time, No. Filing Office) RECORD FEE 12.00 POSTAGE .50 #13078 077 801 TOP 111 MAY 20 87		
X 8. Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records.		6. Assignment of Secured Party and Address Name of a Record Owner		
No. & Street		Town or City		County
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, or <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 timber to be cut or minerals or the like including oil and gas is on * *Describe Real Estate in Item 8.1		
RAY M. ALLEN		HELINDA A. SPIKER		GREEN TREE ACCEPTANCE INC.
By <i>Ray M Allen</i> Signature(s) of Debtor(s)		By <i>[Signature]</i> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked)		

(3/83) (11) FILING OFFICER COPY-NUMERICAL  
STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

512 111-334

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)  
Baldwin Service Center, Inc.  
(a corporation)  
41 Defense Highway  
Rt. 450 at Rt. 178  
Annapolis, MD 21401

2. Secured Party(ies) and address(es)  
DEUTSCHE CREDIT CORPORATION  
f/k/a DB Credit Corporation  
P.O. Box 329  
2333 Waukegan Rd.  
Deerfield, IL 60015

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

RECORD FEE 10.00  
POSTAGE .50  
#13076 077 R01 109#10  
MAY 20 87  
CK

4. This statement refers to original Financing Statement bearing File No. 244742  
Filed with Anne Arundel County, MD Date Filed 10/25 19 82

- 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:  
DEUTSCHE CREDIT CORPORATION  
f/k/a DB Credit Corporation

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

10, 50

512 100333

STATE OF MARYLAND

267655

FINANCING STATEMENT FORM UCC-1

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

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

If transaction or transactions wholly or partially subject to records-  
tion 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 Edward T. Smith & Sons, Inc.

Address 769 S. Mesa Road Millersville, MD 21108

2. SECURED PARTY

Name Beltway International Trucks, Inc.

Address 1800 Sulphur Spring Road Baltimore, MD 21227

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

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

RECORD FEE 17.00  
POSTAGE .50  
#13081 077 R01 T09=13  
MAY 20 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  
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

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Edward T. Smith & 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

Credit Alliance Corporation

[Signature]  
(Signature of Secured Party)

Larry F Kimmel Asst. V.P.  
Type or Print Above Signature on Above Line

17 50

CONDITIONAL SALE CONTRACT NOTE

TO: Beltway International Trucks, Inc. FROM: Edward T. Smith & Sons, Inc.
1800 Sulphur Spring Road Baltimore, MD 21227 769 S. Mega Road Millersville, MD 21108

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

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) 1987 Navistar Model 1954
Cab & Chassis S/N 1HFLDDBN3BH510750
W/20' Aluminum Van Body

(1) TIME SALES PRICE \$ 48,929.70
(2) Less DOWN PAYMENT IN CASH \$ 3,829.90
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 45,100.80

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 769 S. Mega Road Millersville, MD 21108

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Forty five thousand one hundred 80/100 Dollars (\$ 45,100.80)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 1st day of June, 19 87, and continuing on the same date each month thereafter until paid, the first 59 installments each being in the amount of \$ 751.68 and the final installment being in the amount of \$ 751.68

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, receive 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: April 30, 19 87 BUYER(S)-MAKERS(S):

Accepted Beltway International Trucks, Inc. (Print Name of Seller Here)

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

Edward T. Smith & Sons, Inc. (SEAL) (Print Name of Buyer-Maker Here)

By: Edward T. Smith, V-Pres. (SEAL) (Print Name of Co-Buyer-Maker Here)

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

By:

This instrument prepared by



TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

The property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right to Holder to purchase any collateral at such sale) applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other moneys due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appointment, stay or exemption laws then or here 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 hereby 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 renewal thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer, Seller will not advance, give or loan to Buyer directly or indirectly any part of the unpaid purchase price, that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossession and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

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

Date \_\_\_\_\_, 19\_\_\_\_ (SEAL) \_\_\_\_\_  
 \_\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) } Signature of Seller  
 By \_\_\_\_\_ }  
 \_\_\_\_\_ (Witness) (Signature, Title of Officer, "Partner" or "Proprietor")

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and its Financing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated April 30, 1967

between [Name] as Seller, Lessor, Mortgagee and [Address] (Name) (Address)

as Buyer, Lessee, Mortgagee (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 by us, it reserves a valid, free and clear title and 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 \$ [Amount] 30th day of April 1967

IN WITNESS WHEREOF, we have hereunto set our hand and seal this [Date]

[Signature]

[Small print text]

A.A. Cty.

512 339

267656

~~XXXX~~ (Not Subject) to Recordation Tax **FINANCING STATEMENT** Principal Amount of Debt \$ 60,000.00

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

DEBTOR(S) Name(s) (Last Name first) and Address(es) <b>Frank's Well Drilling, Inc.</b> 7014 Ft. Smallwood Rd. Balto., MD 21226	SECURED PARTY'S Name and Address MARYLAND NATIONAL BANK 8480 Ft. Smallwood Rd. Pasadena, MD 21122
---	--

This Financing Statement covers the following types of items of property:

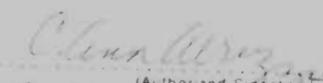
(Describe fully, including where applicable manufacturer's or trade name, model and year, serial number, and whether new or used.)  
 1987 International Truck Model #1954 Serial #1HTLDTVN2HH495776  
 Failing Rig #907-010

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

DEBTOR(S):  
  
 Robert B. Frank, Pres.

SECURED PARTY:  
 MARYLAND NATIONAL BANK

RECORD FEE 12.00  
 POSTAGE .50  
 #13082 CTTI R01 109:14  
 MAY 20 87

By   
 C. Ann Abruzzo, AVP

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

(Mr. Clerk: Return to MARYLAND NATIONAL BANK at \_\_\_\_\_)

1250

SCHEDULE A-500 512 PMS 340

1987 International Truck Model #1954  
Serial #1HTLDTVN2HH495776

Failing Rig #907-010

512 341

11-50

STATE OF MARYLAND

267657

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 John C. Louis Company, Inc.  
Address 6301 Ritchie Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Liebherr-America, Inc.  
Address 4100 Chestnut Avenue, Newport News, VA 23605

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

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

4. This financing statement covers the following types (or items) of property: (list)  
Debtor's/Consignee's inventory of hydraulic excavators; hydrostatic loaders, crawler loaders and tractors; wheel loaders, machinery, equipment, attachments and parts now or hereafter acquired by Debtor from Liebherr-America, Inc. and/or consigned to Consignee by Liebherr-America, as the case may be, and trade-ins, returns and repossessions thereof, and all leases or lease agreements now or hereafter entered into with respect thereto, and the proceeds of every kind of all of the foregoing.

ASSIGNEE: Citicorp Industrial Credit, Inc.  
450 Mamaroneck Avenue  
Harrison, NY 10528  
ATTN: Vendor Finance

CHECK  THE LINES WHICH APPLY

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

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

John C. Louis Company, Inc.

Wilmer S. Davison  
(Signature of Debtor)

Wilmer S. Davison, President

Type or Print Above Name on Above Line

George A. Chapelsky  
(Signature of Debtor)

George A. Chapelsky, Sec./Treas.

Type or Print Above Signature on Above Line

Liebherr-America, Inc.

John S. Henderson  
(Signature of Secured Party)

John S. Henderson, Controller

Type or Print Above Signature on Above Line

RECORD FEE 11.00  
CERTIFICATE .50  
MAY 20 87

RT

58 (over 200000)

11.00

512 111342

267658

NOT TO BE RECORDED IN LAND RECORDS

FINANCING STATEMENT

NOT SUBJECT TO RECORDING TAX

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

1. Lessee

Lonergan's Charter Service, Inc.  
Name or Names  
1109 Boucher Avenue  
Annapolis, Maryland 21403  
Address - Street No. City-County State Zip Code

2. Lessor

The Equipment Leasing Company  
Box 307 Riderwood, Maryland 21139

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

IBM AT Computer w/30MB Hard Drive, 512K Ram  
Enhanced Graphics Adapter & Monitor Complete  
IBM Pro Printer XL  
Software

RECORD FEE 11.00  
STAMP .50  
MAY 20 87

Lessee: Lonergan's Charter Service, Inc.

Lessor:

John J. Lonergan Sr. Pres.  
(Signature of Lessee)

THE EQUIPMENT LEASING COMPANY

G. Arnold Kaufman, Vice President  
(Signature of Lessor)

JOHN J. LONERGAN SR. PRES.  
(Type or Print) (Include Title)

G. ARNOLD KAUFMAN, VICE PRESIDENT  
Type or Print (Include Title)

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

11-50

11

53 Home

1200  
512 267659

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

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

1. Lessee Neil R. Woods, D.D.S.  
Name or Names

156 Ritchie Hwy., Severna Park, Md. 21146  
Address - Street No.      City-County      State      Zip Code

2. Lessor The Equipment Leasing Company

Box 307 Riderwood, Maryland 21139

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

Altos 686-T50 Computer w/built in tape drive  
Xenix and Cobol  
Dental Practice Software

Lessee: Neil R. Woods, D.D.S.

[Signature]  
(Signature of Lessee)

Neil R. Woods, D.D.S., Owner  
(Type or Print) (Include Title)

Lessor:

THE EQUIPMENT LEASING COMPANY

[Signature]  
(Signature of Lessor)

G. ARNOLD KAUFMAN, VICE PRESIDENT  
Type or Print (Include Title)

RECORD FEE 11.00  
SERVICE .50  
MAY 20 1987

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

1750



STATE OF MARYLAND

512 P-311

FINANCING STATEMENT FORM UCC-1

Identifying File No. 267780

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1000

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

This financing statement Dated 04/29/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Becca General Contractors, Inc.
Address 406 Headquarters Dr., Suite 207, Millersville, MD 21108 (Anne Arundel Co.)

2. SECURED PARTY

Name Vernon E. Stup Co.
Address P.O. Box 1598, Frederick, MD 21701

Person And Address To Whom Statement Is To Be Returned 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 Case 58032 Tractor/Loader/Backhoe S/N - 17041850

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
MAY 20 1987

CHECK THE LINES WHICH APPLY

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

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

Signature of Debtor: Jeffrey H. Newman, Pres.
Type or Print Above Name on Above Line

Signature of Debtor
Type or Print Above Signature on Above Line

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

Signature of Secured Party: Dwayne V. Stup
Type or Print Above Signature on Above Line

267660

512 P 345

FINANCING STATEMENT

- 1  To Be Recorded in the Land Records at \_\_\_\_\_
- 2  To Be Recorded among the Financing Records at Clerk of the Court, 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) \_\_\_\_\_

Zuchelli, Hunter and Associates, Inc.

160 South Street  
Annapolis, MD 21401

RECORD FEE 11.00  
POSTAGE .50  
#13152 C345 801 111 #23  
MAY 20 87

6 Secured Party: Maryland National Bank

Address: Department Church Circle  
Post Office Box 287, Mailstop 500501  
Baltimore, Maryland 21203

Attention: Debra L. Phipps

(Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

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

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

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

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

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

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

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

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

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

Debtor: Zuchelli, Hunter and Associates, Inc. Secured Party: Maryland National Bank

By: Donald R. Zuchelli (Seal)  
Type name and title, if any

By: Debra L. Phipps (Seal)  
Type name and title

By: Donald R. Zuchelli, President (Seal)  
Type name and title, if any

Debra L. Phipps, Branch Officer  
Type name and title

11-50

BOOK 512 P 310

THIS SCHEDULE A IS ATTACHED TO AND MADE A PART OF  
 A SECURITY AGREEMENT DATED May 15, 1987 BETWEEN  
 MARYLAND NATIONAL BANK AND Zuchelli, Hunter and Associates, Inc.

Customer Order Number		Order Date	Sales Person	Entré Purchase Agreement No.	
		4/4/87	John Rice	Per Proposal	
Qty	Product Code	Description	Serial No.	Price	
2	011008	IBM PS/2 Model 50	8011889 & 8012539		
1	012017	Math CoProcessor 80287 10MHZ			
1	030844	IBM Color Display 12"	0020901		
1	030840	IBM Monochrome Display	0021651		
1	040740	HP Laser Jet Series II	2652J63044		
1	040744	HP Expanded Memory 1MB			
1	AMON	Cable: Parallel - IBM/HP			
1	200821	IBM DOS 3.3			
1	042207	DEST PC Scan Plus			
1	042205	IBM/DEST Interface			
1	042206	TEXT PAC Software			
1		Bell & Howell Image Recorder IV			
1		Calcomp Color Printer Thermal			
1		Zenographics Mirage			
<p>System includes full Entre burn-in, system test and integration; on-site delivery and installation.</p>					

STATE OF MARYLAND

FINANCING STATEMENT FORM 0001

800A 512 347 267661  
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 GEORGE M. KING CONTRACTORS, INC.  
Address 1790 ~~1790~~ Severn Chapel Road, Millersville, MD. 21108

2. SECURED PARTY

Name INGERSOLL-RAND EQUIPMENT SALES  
Address 5681 Main St., Elkridge, MD. 21227

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

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

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

1 - Ingersoll-Rand  
SP48 Vibratory Roller  
SN 6044 and all attachments and accessories thereto.

Name and address of Assessor

RECORD FEE 11.00  
POSTAGE .50  
MAY 20 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)

GEORGE M. KING CONTRACTORS, INC.

Robert F. Watson President  
(Signature of Debtor) (Title)

Robert F. Watson  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

INGERSOLL-RAND EQUIPMENT SALES

Bradley W. Berger  
(Signature of Secured Party)

Bradley W. Berger, Office Mgr.

Type or Print Above Signature on Above Line

11/5



BOOK 512 PAGE 340

267782

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):  
Steven Hutchins  
Steven J. Symonds  
Holly Mobile Home Estates  
Jessup, MD 20724

2. Secured Party(ies) and address(es):  
First American Bank, N.A.  
740 15th St, N.W.  
Washington, D.C. 20005

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

RECORD FEE 12.00  
POSTAGE .50  
#13164 C345 R01 T11#46  
MAY 20 87

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

1987 Comodore Mobile Home Serial #CU0251470(66)3CKZFBAL229  
01A

\*NOT SUBJECT TO RECREATION TAX\*

5. Assignee(s) of Secured Party and Address(es):  
*[Signature]*

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

Steven Hutchins and Steven J. Symonds

First American Bank, N.A.

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

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM OCC-1. Miller, Vice President

12-50

BOOK 512 PAGE 350

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261219  
RECORDED IN BOOK 496 PAGE 550 ON 04/09/86 (DATE)

1. DEBTOR

Name Ritchie Bike and Moped, Inc.  
Address 8360 MD Rt. 3 North, Millersville, MD 21108

2. SECURED PARTY

Name BancAmerica PrivateBrands Inc.  
Address One Imperial Way, Suite C-106, P.O. Box 99  
Fogelsville, PA 18051  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00  
LITIGATION .50  
RECORDS COM R01 711:50  
MAY 20 87  
CK

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.)  AMENDMENT</p>
<p>Please amend Debtor's address to include: 401 Headquarters Drive Millersville, MD 21108 Amend Secured Parties name to read: Chrysler First Diversified Credit Inc.</p>	

X \_\_\_\_\_

Dated 4/24/87

*[Signature]*  
(Signature of Secured Party) Debtor  
EPALE BIEDING  
Type or Print Above Name of Above Line

15.00

R. D. Knapp/Account Manager (Secured Party)

ANNE ARUNDEL COUNTY

512 351

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260491  
RECORDED IN LIBER 495 FOLIO 14 ON 02/20/86 (DATE)

1. DEBTOR

Name Ritchie Bike and Moped, Inc.  
Address 8360 MD Rt. 3 North, Millersville, MD 21108

2. SECURED PARTY

Name Ariens Credit Corporation  
Address One Imperial Way, Suite C-106, P.O. Box 99  
Fogelsville, PA 18051

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  
MAY 20 1987  
11:50  
CK

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>AMENDMENT</p>
<p>Please amend Debtor's address to include: 401 Headquarters Drive Millersville, MD 21108</p>	

X \_\_\_\_\_

Dated 4/24/87

*[Signature]*  
(Signature of Secured Party) Debtor  
ERBLE BIESCHKE  
Type or Print Above Name on Above Line

1050

Form UCC-3  
Form 020-0379 8/81

R. D. Knapp/Account Manager (Secured Party)

Clerk of the Circuit Court  
Anne Arundel County  
P.O. Box 71  
Annapolis, Maryland 21404

BOOK 512 TH 352

APR 24 1987

File No. ....

Record Reference: Liber.....

Folio.....

**TERMINATION STATEMENT**

..... To Be Recorded in the Land  
Records. (For Fixtures Only)

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

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

File Number: 253465.....;

Record Reference: Liber 477..... Folio 25.....;

Date of Filing: August 20, 1984.

RECORD FEE 10.00  
POSTAGE .50  
MAY 20 1987

2. The name(s) and address(es) of the Debtor(s) is(are):

Name of Debtor

Address

Revere Printing, Inc.

8234 Telegraph Road  
Odenton, Maryland 21113

3. The name and address of the Secured Party of Record is:

THE CITIZENS NATIONAL BANK  
Fourth and Main Streets  
Laurel, Maryland

The Secured Party of Record further certifies that it no longer claims a security interest under the above original Financing Statement or any continuation thereof.

WHEREFORE, the Secured Party of Record requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to note this Termination Statement in the index and to return this Termination Statement to the Debtor(s) at the foregoing address.

Secured Party of Record

THE CITIZENS NATIONAL BANK

Dated: April 22, 1987

By: *Marilyn F. Horton*  
Marilyn F. Horton,  
Assistant Vice President

Type or print all names  
and titles under signatures.

ILD-121-3M

115-20

BOOK 512 353

267783

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)  
Dave's Boat Trailer Sales, Inc.  
434 Crain Hwy.  
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)  
General Electric Credit Corporation  
320 120th Ave NE Suite 200  
Bellevue, WA 98005

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

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

\*See Attached Exhibit A

\*Not Subject to Recordation Tax

RECORD FEE 11.00  
POSTAGE .50  
#17174 0345 001 111:53  
MAY 20 87

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

AT

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 Circuit Court

Dave's Boat Trailer Sales, Inc.

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

General Electric Credit Corporation

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

1150

## 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.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 512-355

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 7662

If transaction or transactions wholly or partially subject 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 Garry Spears T/A Spears Insurance Agency

Address 228 Benfield Park Drive Millersville, Maryland 21108

2. SECURED PARTY

Name MAROX LEASING COMPANY

Address P.O. BOX 463

JOPPA, MARYLAND 21053

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

RECORD FEE 12.00  
213175 0345 001 711-54  
MAY 20 87

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

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

Name and address of Assignee

1 - Gestetner Copier, Model 2200, S/N 12032687

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Garry Spears*  
(Signature of Debtor)

Garry Spears  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Heuse Chetty*  
(Signature of Secured Party)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

1800

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 512-356

267663

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Irwin A. Greenfield  
Address 234 Gibson Road Annapolis, Maryland 21401

2. SECURED PARTY

Name Marox Leasing Company  
Address P.O. Box 463  
Joppa, Maryland 21085-0463

RECORD FEE 11.00  
POSTAGE .50  
#13176-0345 R01 T11:55  
MAY 20 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)

1 - Gestetner Copier, Model 2110 C, S/N 9013394

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)

Irwin A. Greenfield  
(Signature of Debtor)

Irwin A. Greenfield  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Louise A. Keutze  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1150

600- 512 357

4. <input type="checkbox"/> Filled for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility 4372	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) Red Roof Inns, Inc. dba Red Roof Inn 827 Elkridge Landing Road Linthicum Hts., MD	2. Secured Party(ies) and address(es) UNIVERSAL COMMUNICATION SYSTEMS, INC. 1401 Municipal Rd, NW Roanoke, VA 24012	3. For Filing Office (Date, Time, Number, and Filing Office)  RECORD FEE 10.00 POSTAGE .50 #13177 0345 R01 T11:55 MAY 20 87
7. This statement refers to original Financing Statement No. <u>X19073261089</u> , filed (date) <u>4/1/86</u> with <u>Anne Arundel Cty., MD.</u> Bk <u>496</u> Pg <u>334</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:
- Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.
- E. Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)
- F. Other

Private telephone communication...

First National Bank of Boston  
100 Federal St  
Boston, MA 02105

UNIVERSAL COMMUNICATION SYSTEMS, INC.  
Dallas G Jarrell, V.P.

By \_\_\_\_\_  
Signature(s) of Debtor(s) (only on amendment)

By Dallas G Jarrell  
Signature(s) of Secured Party(ies)

BOOK 512 P-358

267665

Debtor or Assignor Form

### FINANCING STATEMENT

- Not subject to Recordation Tax  To be Recorded in Land Records (For Fixtures Only).  
 Subject to Recordation Tax; Principal  
 Amount is \$ 10,000.00

Name of Debtor

Address

Red Oak & Cotton Trading Co., Inc.

2111 Baldwin Avenue  
Crofton, Md. 21114

Secured Party

Address

Farmers National Bank of Maryland

5 Church Circle  
Annapolis, Md. 21401

Assignee

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

Attach separate list if necessary

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

All inventory, equipment, accounts receivable, furniture, fixtures and general intangibles both now and hereafter acquired; including cash and non-cash proceeds and products.

RECORD FEE 11.00  
 RECORD TAX 70.00  
 MORTGAGE .50

4-30771 CWS R01 713-46  
 MAY 20 87

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

BT

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

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

Debtor (or Assignor)

Red Oak & Cotton Trading Co., Inc.

By: *Stephen J. Crall*  
Stephen J. Crall, Pres.

Secured Party (or Assignee)

**THE FARMERS NATIONAL BANK OF ANNAPOLIS**

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

Type or print names under signatures

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

15  
70  
50

BOOK 512 PAGE 359

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)

St. Lawrence, Charles V. &  
Jane E.  
401 Old County Road  
Severna Park, MD 21146

First Jersey National Bank/South  
South Carolina & Atlantic Avenues  
Atlantic City, NJ 08401

RECORD FEE 10.00  
POSTAGE .50  
#13321-0345 R01 T14:27  
MAY 20 87

4. This statement refers to original Financing Statement bearing File No. 253809 Book 478 page 7

Filed with Anne Arundel

Date Filed

9-24

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:

10/90  
By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

First Jersey National Bank/South  
By: *Marian Sorrentino*  
Marian Sorrentino Vice Pres.  
Signature(s) of Secured Party(ies)

(If Filing Officer Designated)

STANDARD FORM - FORM UCC-3

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

512 350

FINANCING STATEMENT

267667

DATE: April 29, 1987

(X ) Not Subject to Recordation Tax

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

NAME OF DEBTOR (S): Offshore Rentals, Inc.

ADDRESS: 326 First Street  
Annapolis, Maryland 21403

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
ADDRESS: CONSUMER/COMMERCIAL LENDING DEPARTMENT  
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  
SERIAL C345 R01 T14:45  
MAY 20 87

*Box*

DEBTOR(S):  
Offshore Rentals, Inc.  
(Company Name)

BY: *DM*  
Douglas M. Nettles

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.)

*1150*



512 331

267668

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)  NetExpress, Inc. 1700 S. Amphlett Boulevard San Mateo, CA 94402	2. Secured Party(ies) and address(es)  Phoenix Leasing Incorporated 1891 Francisco Boulevard San Rafael, CA 94903	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE #13373 CWS ROL 1:41 MAY 10 86
---	---	---

4. This financing statement covers the following types (or items) of property:  
 All Equipment of Debtor (as that term is defined in the Security and Pledge Agreement dated as of 9/10/86 between debtor and secured party, hereinafter referred to as the "Agreement") now owned, including but not limited to the Equipment listed in Exhibit "A" hereto, or hereafter acquired by Debtor, including but not limited to all proceeds, products, returns, additions and accessions, and substitutions of and to any of such Equipment, but excluding all of debtor's Inventory as that term is defined in the Agreement.

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: 21

Filed with: ANNE ARUND CO. - MARYLAND.

NETEXPRESS, INC.

PHOENIX LEASING INCORPORATED

By: Robert A. Farkas  
 Signature(s) of Debtor(s)

By: Christina E. Pad R  
 Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY-ALPHABETICAL

STANDARD FORM - FORM UCC-1

512 11 332

NET EXPRESS

MARYLAND EXHIBIT A

Dynapac Model 108 x .25 A-Port Pad  
Micom M4096/V.29 + Modes

TOTAL VALUE \$1,470.00

BOOK 512 PAGE 363

267669

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) NetExpress Communications, Inc. 1700 S. Amphlett Boulevard San Mateo, CA 94402	2. Secured Party(ies) and address(es) Phoenix Leasing Incorporated 1891 Francisco Boulevard San Rafael, CA 94903
--	---

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

RECORD FEE 11.00  
POSTAGE .50  
#13374 0345 901 715:42  
MAY 29 87

4. This financing statement covers the following types (or items) of property:  
All Equipment of Debtor (as that term is defined in the Security and Pledge Agreement dated as of 9/10/86 between debtor and secured party, hereinafter referred to as the "Agreement") now owned, including but not limited to the Equipment listed in Exhibit "A" hereto, or hereafter acquired by Debtor, including but not limited to all proceeds, products, returns, additions and accessions, and substitutions of and to any of such Equipment, but excluding all of debtor's Inventory as that term is defined in the Agreement.

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: 21

Filed with: ANNE ARUND 20, MARYLAND  
NETEXPRESS COMMUNICATIONS, INC.

PHOENIX LEASING INCORPORATED

By: Robert A. Farkas  
Signature(s) of Debtor(s)

By: Gordon E. Paul VP  
Signature(s) of Secured Party(ies)

(1) FILING OFFICE COPY-ALPHABETICAL

STANDARD FORM - FORM UCC-1

512 334

NET EXPRESS

MARYLAND EXHIBIT A

Dynapac Model 108 x .25 A-Port Pad  
Micom M-096/V.29 + Modes

TOTAL VALUE \$1,470.00

512 385

267670

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 addresses:  
NetExpress Systems, Inc.  
1953 Gallows Road, #300  
Vienna, VA 22180

2. Secured Party(ies) and addresses:  
Phoenix Leasing Incorporated  
1891 Francisco Boulevard  
San Rafael, CA 94903

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

RECORD FEB 14

4. This financing statement covers the following types (or items) of property:  
All Equipment of Debtor (as that term is defined in the Security and Pledge Agreement dated as of 9/10/86 between debtor and secured party, hereinafter referred to as the "Agreement") now owned, including but not limited to the Equipment listed in Exhibit "A" hereto, or hereafter acquired by Debtor, including but not limited to all proceeds, products, returns, additions and accessions, and substitutions of and to any of such Equipment, but excluding all of debtor's Inventory as that term is defined in the Agreement.

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

POSTAGE .50  
#13376-0345 R01 718-45  
MAY 20 87

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check X 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: 21

Filed with: ANNE ARUND CO., MARYLAND

NETEXPRESS SYSTEMS, INC.

PHOENIX LEASING INCORPORATED

By:

*Robert A. Fink*  
Signature(s) of Debtor(s)

By:

*Gretchen Paul VP*  
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY-ALPHABETICAL

STANDARD FORM - FORM UCC-1

512 30

MARYLAND EXHIBIT A

NET EXPRESS

Dynapac Model 108 x .25 A-Port Pad  
Micom M4096/V.29 + Modes

TOTAL VALUE \$1,470.00



512 1357

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

1. Debtor(s) (Last Name First) and address(es)  
Cranston: Thomas R. and  
Caren M.  
7102 Rich Hill Road  
Baltimore, MD 21212

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  
#13377 0345 901 T15:47  
MAY 20 87  
WA

4. This statement refers to original Financing Statement bearing File No. 261134 book 496 page 435  
Filed with Anne Arundel Date Filed 4-4 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

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

By Society For Savings  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Administrative

STANDARD FORM - FORM UCC-3

10-50

267672

Check if applicable  TO BE RECORDED IN THE LAND RECORDS

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

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

1. Debtor(s) Name (Last Name First)  Wilkins Yacht Sales, Inc.	2. Debtor(s) Complete Address(es)  Rt. #2 North of South River Bridge Edgewater, Maryland 21037
3. & 4. Secured Party(ies) and Complete Address(es) GENERAL MOTORS ACCEPTANCE CORPORATION  7310 Ritchie Highway Glen Burnie, Maryland 21037	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)

7. This financing statement covers the following types (or items) of property: (Describe)  
  
Inventory including, but not limited to, new and used boats, boat motors, trailers, parts and accessories including returns and repossessions; Accounts and Assignments of Accounts; Accounts Receivable; Chattel Paper; General Intangibles; and all cash and non-cash proceeds of the foregoing including, but not limited to, insurance proceeds.

8a.  Proceeds are also covered. 8b.  Products of collateral are also covered. No. of additional sheets prepared: 1

Filed with Circuit Court Clerk of Anne Arundel County County: Other \_\_\_\_\_ FILING FEE 11.00

9. Transaction is  or  (check which applies) subject to recording tax imposed by Article 81, 83A and 27B, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial recording tax is \$1.50

10. This statement to be returned after recording to Secured Party, shown above or to \_\_\_\_\_

Signature(s) of Debtor(s) Wilkins Yacht Sales, Inc.  <i>M. Wilkins</i> By: M. Wilkins FILING OFFICER COPY	Signature(s) of Secured Party(ies) or Assignee(s) General Motors Acceptance Corporation  <i>W. H. Hamill, Jr.</i> By: W. H. Hamill, Jr.
--	---

DNAD 1001 ME 4-74 Type or Print Names Clearly Below Signature.

NOT FOR PUBLICATION

11.00  
.50  
21360 0345 R01 715-54  
MAY 20 87  
AH

11.50

512 309 STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 267673

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

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

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

This financing statement Dated 4/24/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Marc's Distributing, Inc.

Address 8390 Washington Blvd Jessup, MD 20794

2. SECURED PARTY

Name Harbor Truck Sales, Inc.

Address 2723 Annapolis Road Baltimore, MD 21230

Deutsche Credit Corp., 4 Greentree Centre, Suite 204, Marlton, NJ 08053

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

RECORD FEE 11.00  
#13381 0345 PM T15-55  
MAY 20 87

3. Maturity date of obligation (if any)

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

1987 Mercedes Benz 141942 S/N 1MB2B79A8HN727385

with Used 22' Duralite Reefer Body with Thermo King Unit

Assignee: Deutsche Credit Corp  
4 Greentree Centre Suite 204  
Marlton, NJ 08053

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)

Marc S. Klein  
(Signature of Debtor)

Marc Klein  
Type or Print Above Name on Above Line  
Christopher J. Klein  
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

E. S. Bentz  
Type or Print Above Signature on Above Line

BOOK 512 PAGE 370

TO BE  
 NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT \$ 267674

FINANCING STATEMENT

Baltimore Therapeutic Equipment Company

1. Debtor(s):

Name or Names--Print or Type  
(New Address) 7455-L New Ridge Road, Hanover, AA CO. Md. 21076  
~~XX~~  
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:

Mercantile-Safe Deposit & Trust Company  
Name or Names--Print or Type  
2 Hopkins Plaza Baltimore, Maryland 21201  
Address--Street No. City-County State Zip Code

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

(See Attached Schedule B)

RECORD FEE 11.00  
POSTAGE .50  
813304 0345 R01 115:57  
MAY 20 87

4. If collateral is crops, describe real estate.

5. Proceeds of collateral  are  are not covered.

6. Products of collateral  are  are not covered.

Debtor(s):

Secured Party:

(Signature of Debtor)

Baltimore Therapeutic Equipment Co.

Type or Print

*[Signature]*  
(Signature of Debtor)

ROBERT V. DEWB. President  
Type or Print

Mercantile-Safe Deposit & Trust Company

(Company, if applicable)

*[Signature]*  
(Signature of Secured Party)

Frank K. Turner, Jr., Asst. Vice President  
Type or Print (Include title if Company)

To the Filing Officer: After this statement has been recorded, please mail same to:

Name and Address

Mercantile-Safe Deposit & Trust Company  
Loan Department, 5th Floor  
2 Hopkins Plaza, P.O. Box 1477  
Baltimore, Maryland 21203

1150

SCHEDULE "B"

UNIFORM COMMERCIAL CODE FILING

512-371

Accounts Receivable

All present and future accounts, contracts, contract rights, open accounts receivable, book debts, notes, drafts, acceptances, instruments, chattel paper and other choses in action, and returned goods, and all products and proceeds thereof, now or hereafter owned or held by or payable to the Debtor.

Inventory

All of the now owned and hereafter acquired inventory of the Debtor, and returned goods, and all products and proceeds thereof, now or hereafter owned or held by or payable to the Debtor.

Equipment

All of the now owned and hereafter acquired machinery, equipment, furniture, fixtures and other personal property of Debtor together with all parts, accessories, attachments, additions, substitutions and all replacements thereof, now or hereafter installed in, affixed to or used in connection therewith.

512-372

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

3. MATURITY DATE (If Any) 23 JAN 96

1. DEBTOR (Print Name, Firm, and ADDRESS)

2. SECURED PARTY(IES) (and ADDRESS)

FOR FILING OFFICER (Date, Time and Filing Office)

LOCKETT ANDREA J.  
3468 PIKE RIDGE RD MD 21037  
EDGEWATER  
214787811 AF

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

4. This statement refers to original Financing Statement bearing File No. 469-582-250609

Filed with ANNE ARUNDEL MD

Date Filed 23 JAN 84

RECORD FEE 10.00  
POSTAGE .50

U13385 DMS R01 T16700

MAY 20 81

we

5. CONTINUATION The original financing statement between the Financing 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.

TO:

CLERK OF CIRCUIT CRT  
& UCC DIVISION

ANNAPOLIS MD 21403

Number of Additional Sheets Presented

20 MAR 87

JOHN DEERE COMPANY

By: \_\_\_\_\_  
Signature of Debtor (necessary only if item 6 is applicable)

By: *[Signature]*  
Signature of Secured Party(ies) MANAGER OF PROCESSING

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC3

10/50

267676

512 373

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented: 3. Maturity Date (Optional):

1. Debtor(s) (Last Name First) and Address(es):  
Covington Machine and Welding, Inc.  
2015 Renard Ct.  
Annapolis, Maryland 21401

2. Secured Party(ies) Address(es) And Name(s):  
Maryland Clarklift Co., Div. The Space Maker Group, Inc.  
3310 Childs Street  
Baltimore, MD 21226

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

RECORD FEE 11.00  
NOTICE .50  
MAY 20 97

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

ONE CLARK MODEL C500YS60D FORKLIFT Y355-356-5466

NOT SUBJECT TO RECORDATION TAX

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

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

The described goods are or are to be affixed to the real property described in Item 7.

DEBT EXCEEDS \$200.00

Proceeds of the collateral are also covered.

Filed with:  Sec. of State  Filing Office of \_\_\_\_\_ County/City

8. Signatures:

By [Signature]  
Debtor(s) [or Assignor(s)]

By [Signature]  
Secured Party(ies) [or Assignee(s)]

(1) Filing Officer Copy - Numerical 1130

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

FORM UCC

1

BOOK 512 PAGE 374

267677

UNIFORM COMMERCIAL CODE—FINANCING STATEMENT

M. SHAVITZ & SONS, INC.

6415 BALTIMORE NATIONAL PIKE • BALTIMORE, MARYLAND 21228

EUDOWOOD SHOPPING PLAZA  
TOWSON

RITCHIE HIGHWAY and ARNOLD ROAD  
ANNAPOLIS

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

Debtor(s) (Last Name First) and address LIVERETTE, Thomas Kirk LITVIN, Deborah M. 1060 Brightleaf Dr. Arnold, MD 21012	Secured Party and address M. SHAVITZ AND SONS, INC. 6415 BALTIMORE NATIONAL PIKE BALTIMORE, MARYLAND 21228	For Filing Officer (Date, Time, Number, and Filing Office)
--	---	--

This financing statement covers the following types (or items) of personal property: DESCRIPTION OF MERCHANDISE

1 incl sofa  
1 incl 1/s  
1 Gl chair

RECORD FEE 12.00  
POSTAGE .50  
315537 C345 R01 T16-05  
MAY 20 87

*PLT*

This transaction is exempt from the Recording Tax.

Filed with:

*Thomas Liverette*  
(SIGNATURE OF DEBTOR)

Thomas Liverette

M. SHAVITZ AND SONS, INC.

(NAME OF SECURED PARTY)

*Deborah Litvin*  
(SIGNATURE OF DEBTOR)  
Deborah Litvin

*Shirley Gladfelter*  
By SHIRLEY GLADFELTER, Credit Manager

RETURN TO M. Shavitz and Sons, Inc., 6415 Baltimore National Pike, Baltimore, Maryland 21228

*1780*





STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 512  
Identifying File No. #4928

267679

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 CEM Printing  
Address 216-B Crain Highway, Glen Burnie, MD. 21061

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) May 30, 1990

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

One (1) Sharp SP-8260 Copier  
Serial Number 6620114Y  
One (1) Sharp Copier Cabinet

Name and address of Assignee  
11.00  
.50  
MAY 20 87

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)

CEM Printing

X W. Carl Carlson  
(Signature of Debtor)

Waidner Carlson/Owner  
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

Both in books

11/50

RECORDATION TAX IN THE AMOUNT OF \$1,500.00 PAID TO BALTIMORE COUNTY, MARYLAND

BOOK 512 PAGE 377

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

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

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

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

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

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code. \*Amount of indebtedness secured by Collateral described herein which is tangible personal property located in Maryland is \$300,000.

1. DEBTOR

Name Easco K-D Tools (also d/b/a Easco Hand Tools, Inc.)  
Address 318 Clubhouse Lane, Hunt Valley, MD 21031

2. SECURED PARTY

Name The First National Bank of Boston and BancBoston Financial Company  
Address 100 Federal 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) \_\_\_\_\_

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

See Exhibit A attached.

~~Filed with: xxx Exhibit Court of Anne Arundel County~~

RECORD FEE 30.00  
POSTAGE .50  
MAY 21 12:04  
MAY 21 87

*DT*

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

EASCO K-D TOOLS (also d/b/a Easco Hand Tools, Inc.)

By: \_\_\_\_\_  
(Signature of Debtor)

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

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

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

THE FIRST NATIONAL BANK OF BOSTON

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

BANCOSTON FINANCIAL COMPANY

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

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

Please return to: David E. Belcher, Esq.  
Semmes, Bowen & Semmes  
250 West Pratt Street  
Baltimore, MD 21201

30\*

58215

BOOK 512 PAGE 378

Exhibit A

Debtor: Easco/K-D Tools, Inc.  
(also d/b/a Easco Hand Tools, Inc.)

Secured Debtor: The First National Bank of Boston and  
BancBoston Financial Company

DESCRIPTION OF COLLATERAL:

All of the following properties, assets and rights of the Debtor:

(a) all general intangibles (including without limitation all patents and patent applications, proprietary information, manufacturing know-how, trademarks, service marks, trade names, goodwill, copyrights and trade secrets, which patents and trademarks include, but are not limited to, the patents and trademarks listed in Annex I hereto), documents, records, drawings, magnetic tapes, disks, mask works, computer programs, licenses, choses in action, claims in litigation, contract rights, leasehold interests, income tax refunds, pension plan refunds and reversions, insurance claims and proceeds;

(b) all fixed assets, all production, manufacturing and test equipment and machinery, all office equipment, furniture and supplies, all other equipment, tools (other than Inventory) and all other tangible property (other than Inventory) and fixtures, without regard to how they are defined or classified under the laws of any jurisdiction in which they are located, to the extent that a security interest may be obtained therein pursuant to Article 9 of the Uniform Commercial Code; and

(c) the proceeds and products of all properties, assets and rights described in (a) and (b) above;

in each and every case whether now owned or hereafter acquired by the Debtor and howsoever its interest may arise or appear; provided that the Collateral shall not include properties, assets or rights that are subject to a requirement, not rendered ineffective by §9-318(4) of the Uniform Commercial Code, that third-party consent to an assignment or a grant of a security interest be obtained if, despite its best efforts, Debtor cannot obtain such consent.

512-370

PAGE 1

U.S.A. PATENT RIGHTS  
(Easco Corporation)  
(Easco Hand Tools, Inc.)

ISSUED

<u>Patent No.</u>	<u>Title</u>	<u>Date of Issue</u>
4,421,230	Package For Articles of Manufacture	12/20/83
4,448,564	Retaining Means For Impact Drive Socket	5/15/84
4,448,460	Ergonomic Handle For Hand Tool	12/18/84
4,526,069	Adapter For Wrench Sockets	7/2/85
4,529,071	Ratcheting Tool With Improved Cam Shifter Means	7/16/85
4,597,478	Ratcheting Tool With Improved Support For Driven Shank	7/1/86

PENDING

<u>Ser. No.</u>	<u>Title</u>	<u>Filing Date</u>
804,533	Elastomeric Sleeve On Rearward Portion of Wrench Socket To Facilitate Recognition & Selection Of The Socket	12/4/85
841,315	Wrench Socket With Cam Locking Feature	3/19/86
852,892	Ratchet Wrench (Design)	4/15/86
930,249	Elastomeric Sleeve for Conventional Wrench Socket	11/13/86
925,128	Combination Wrench Design	10/30/86

ADDITIONAL U.S.A. PATENT RIGHTS

EASCO TOOLS, INC.

<u>Patent No.</u>	<u>Title</u>	<u>Issue Date</u>
3,672,418	Adjustable Handsaw Construction	6/27/72
3,702,627	Blade Holder	11/14/72
3,797,545	Blade Holder	3/19/74
3,807,471	Blade Holder	4/30/74
3,815,648	Blade Holder	6/11/74
4,208,148	Wedge For Wooden Handle Tools	6/17/80
4,256,156	Multi-Tension Hacksaw	
D 224,903	Design for Hacksaw Handle	
D 233,212	Design For Handsaw Construction	

K-D MANUFACTURING CO.

<u>Patent No.</u>	<u>Title</u>	<u>Issue Date</u>
3,540,698	Tool For Separating Brake Shoes	11/17/70
3,546,767	Tool For Removing and Replacing Springs, Etc.	12/13/70
3,537,460	Depth Gauge	1/26/71
3,564,711	Pipe Cutting Tool	2/23/71
3,593,601	Wrench	7/20/71
3,635,654	Multi-Sized Reversible Ratchet Wrench	1/18/72
3,651,996	Apparatus For Pressurizing A Fluid System	3/28/72
3,654,686	Clamping Tool	4/11/72
3,660,905	Disc Brakes Lining Thickness Gauge	5/9/72
3,670,419	Run Out Indicator For Disc Brakes	6/20/72
3,691,640	Disc Brake Rotor Thickness, Etc.	9/19/72
3,717,895	Battery Terminal Post, Etc.	2/27/73
3,727,490	Disc Brake Pad Spreader	4/17/73
3,838,615	Oil Filter Wrench	10/1/74
3,902,244	Lever Action Nut Cracker	9/2/75
4,009,867	Spring Compressor	3/1/77
4,051,970	Lift Truck Load Handling Mast	5/2/78
4,086,828	Disc Brake Spreader	
4,156,845	Apparatus For Identifying Faulty Diodes In Automotive Alternators	5/29/79
	Automotive Spark Indicator	7/3/79
4,160,203	Analyzer For Transistor Ignition Systems	1/29/80
4,186,337		
D 246,512	Design For Brake Lining Gauge	11/29/77
D 249,322	Design For Transmission Seal Remover	9/12/78
D 251,180	Design For Display Hook	2/27/79
D 251,184	Design For Charging System Analyzer	2/27/79

512-381

K-D TOOLS OF CALIFORNIA, INC.

<u>Patent No.</u>	<u>Title</u>	<u>Issue Date</u>
3,783,703	Ratchet Mechanism	1/8/74
3,788,132	Torque Wrench	1/29/74
3,866,492	Torque Multiplier	2/18/75
3,893,354	Torque Limit Wrench	7/8/75
3,895,517	Electronic Torque Wrench	7/22/75
3,970,155	Electronic Torque Wrench	7/20/76
4,053,037	Reversing Ratchet	10/11/77
4,063,626	Torque Wrench	11/21/78
4,257,507	Torque Wrench With Pawl Guide	3/24/81
4,517,821	Automatic Torque Wrench Tester	5/21/85

MOORE DROP FORGING CO.

<u>Patent No.</u>	<u>Title</u>	<u>Issue Date</u>
3,532,013	Quick Release Mechanism	
	<u>FOREIGN PATENT RIGHTS</u>	
	(Canada)	

PENDING

<u>Ser. No.</u>	<u>Title</u>	<u>Filing Date</u>
475,843	Ratcheting Tool With Improved Cam Shifter Means	3/6/85
516,035	Elastomeric Sleeve on Rearward Portion Of Wrench Socket To Facilitate Recognition & Selection Of The Socket	8/15/86
----	Ratchet Wrench (Design)	(being filed)

UNITED STATES TRADEMARKS

ISSUED

EASCO MARKS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date Registered</u>
Easco	1,073,089	9/13/77
Dyna-Mo	1,073,090	9/13/77
Uni-Hack	1,073,091	9/13/77
Quad-Grip	1,073,092	9/13/77
True Grit	1,112,122	1/30/79
E	1,174,865	4/24/84

512 m383

512 m382

Wrist Ratchet 1,291,905 8/28/84

K-D MARKS

K-D (Design) 510,572 6/7/49  
K-D (Design) 1,026,763 12/9/75  
K-D Tools Make Tough Jobs Easy 1,038,126 4/20/76  
K-D Tools 1,101,975 9/12/78  
K-D Tools 1,126,339 10/30/79

HUNTER MARKS

Plike 890,871 5/12/70  
Hunter Tools (with design) 1,057,411 2/1/77

OTHER MARKS

Jo Line 668,948 10/28/58

PENDING

Mark Ser. No. Date Filed  
Easco Nova 621,958 9/25/86  
Nova (with design) -----

FOREIGN TRADEMARKS

PENDING

Mark Ser. No. Date Filed Country  
Easco Nova 24514/86 3/11/86 Japan  
Easco Nova ----- S. Korea  
Easco Nova (75) 9913 3/7/86 Taiwan

Royalty Agreement

4,153,130 Apparatus for use in Disassembling an Automatic Transmission.

Patent Numbers 4,485,700 and 4,631,988 (Canada 1,216,444)  
Reversible Ratchet Wrench  
KD #470 Tooling Royalty -

Paid to Perfect Equipment Corp. for use of their tooling.

512 10383

3,603,181 Tie Rod Adjusting Tool

3,487,528

222,331 - Valve Spring Compressor

4,031,603 Transmission Clutch Spring Compressor

Assigned to Easco - No Royalty

4,526,069 Adapter for Wrench Sockets

Mailed to Secured Party

RECORDATION TAX IN THE AMOUNT OF \$1,500.00 PAID TO BALTIMORE COUNTY, MARYLAND

512 384

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \*

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code. \*Amount of indebtedness secured by Collateral described herein which is tangible personal property located in Maryland is \$300,000.

1. DEBTOR

Name Easco Hand Tools, Inc. (also d/b/a Easco K-D Tools)
Address 318 Clubhouse Lane, Hunt Valley, MD 21031

2. SECURED PARTY

Name The First National Bank of Boston and BancBoston Financial Company
Address 100 Federal 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) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit A attached.

Filed with \_\_\_\_\_

RECORD FEE 30.00
POSTAGE .50
MAY 21 1987

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

EASCO HAND TOOLS, INC. (also d/b/a Easco K-D Tools)

By: \_\_\_\_\_ (Signature of Debtor)

\_\_\_\_\_ (Type or Print Above Name on Above Line)

\_\_\_\_\_ (Signature of Debtor)

\_\_\_\_\_ (Type or Print Above Signature on Above Line)

THE FIRST NATIONAL BANK OF BOSTON

By: \_\_\_\_\_ (Signature of Secured Party)
BANCOSTON FINANCIAL COMPANY

By: \_\_\_\_\_ (Signature of Secured Party)

\_\_\_\_\_ (Type or Print Above Signature on Above Line)

Please return to: David E. Belcher, Esq.
Semmes, Bowen & Semmes
250 West Pratt Street
Baltimore, MD 21201

300 6

Debtor: Easco Hand Tools, Inc.  
(also d/b/a Easco/K-D Tools)

Secured Debtor: The First National Bank of Boston and  
BancBoston Financial Company

DESCRIPTION OF COLLATERAL:

All of the following properties, assets and rights of the Debtor:

(a) all general intangibles (including without limitation all patents and patent applications, proprietary information, manufacturing know-how, trademarks, service marks, trade names, goodwill, copyrights and trade secrets, which patents and trademarks include, but are not limited to, the patents and trademarks listed in Annex I hereto), documents, records, drawings, magnetic tapes, disks, mask works, computer programs, licenses, choses in action, claims in litigation, contract rights, leasehold interests, income tax refunds, pension plan refunds and reversions, insurance claims and proceeds;

(b) all fixed assets, all production, manufacturing and test equipment and machinery, all office equipment, furniture and supplies, all other equipment, tools (other than Inventory) and all other tangible property (other than Inventory) and fixtures, without regard to how they are defined or classified under the laws of any jurisdiction in which they are located, to the extent that a security interest may be obtained therein pursuant to Article 9 of the Uniform Commercial Code; and

(c) the proceeds and products of all properties, **assets** and rights described in (a) and (b) above;

in each and every case whether now owned or hereafter acquired by the Debtor and howsoever its interest may arise or appear; provided that the Collateral shall not include properties, assets or rights that are subject to a requirement, not rendered ineffective by §9-318(4) of the Uniform Commercial Code, that third-party consent to an assignment or a grant of a security interest be obtained if, despite its best efforts, Debtor cannot obtain such consent.

512 3NF

U.S.A. PATENT RIGHTS  
(Easco Corporation)  
(Easco Hand Tools, Inc.)

<u>ISSUED</u>		<u>Date of Issue</u>
<u>Patent No.</u>	<u>Title</u>	
4,421,230	Package For Articles of Manufacture	12/20/83
4,448,564	Retaining Means For Impact Drive Socket	5/15/84
4,448,460	Ergonomic Handle For Hand Tool	12/18/84
4,526,069	Adapter For Wrench Sockets	7/2/85
4,529,071	Ratcheting Tool With Improved Cam Shifter Means	7/16/85
4,597,478	Ratcheting Tool With Improved Support For Driven Shank	7/1/86

<u>PENDING</u>		<u>Filing Date</u>
<u>Ser. No.</u>	<u>Title</u>	
804,533	Elastomeric Sleeve On Rearward Portion of Wrench Socket To Facilitate Recognition & Selection Of The Socket	12/4/85
841,315	Wrench Socket With Cam Locking Feature	3/19/86
852,892	Ratchet Wrench (Design)	4/15/86
930,249	Elastomeric Sleeve for Conventional Wrench Socket	11/13/86
925,128	Combination Wrench Design	10/30/86

512 387

ADDITIONAL U.S.A. PATENT RIGHTS

EASCO TOOLS, INC.

<u>Patent No.</u>	<u>Title</u>	<u>Issue Date</u>
3,672,418	Adjustable Handsaw Construction	6/27/72
3,702,627	Blade Holder	11/14/72
3,797,545	Blade Holder	3/19/74
3,807,471	Blade Holder	4/30/74
3,815,648	Blade Holder	6/11/74
4,208,148	Wedge For Wooden Handle Tools	6/17/80
4,256,156	Multi-Tension Hacksaw	
D 224,903	Design for Hacksaw Handle	
D 233,212	Design For Handsaw Construction	

K-D MANUFACTURING CO.

<u>Patent No.</u>	<u>Title</u>	<u>Issue Date</u>
3,540,698	Tool For Separating Brake Shoes	11/17/70
3,546,767	Tool For Removing and Replacing Springs, Etc.	12/15/70
3,537,460	Depth Gauge	1/26/71
3,564,711	Pipe Cutting Tool	2/23/71
3,593,601	Wrench	7/20/71
3,635,654	Multi-Sized Reversible Ratchet Wrench	1/18/72
3,651,996	Apparatus For Pressurizing A Fluid System	3/28/72
3,654,686	Clamping Tool	4/11/72
3,660,905	Disc Brake Lining Thickness Gauge	5/9/72
3,670,419	Run Out Indicator For Disc Brakes	6/20/72
3,691,640	Disc Brake Rotor Thickness, Etc.	9/19/72
3,717,895	Battery Terminal Post, Etc.	2/27/73
3,727,490	Disc Brake Pad Spreader	4/17/73
3,838,615	Oil Filter Wrench	10/1/74
3,902,244	Lever Action Nut Cracker	9/2/75
4,009,867	Spring Compressor	3/1/77
4,051,970	Lift Truck Load Handling Mast	
4,086,828	Disc Brake Spreader	5/2/78
4,156,845	Apparatus For Identifying Faulty Diodes In Automotive Alternators	5/29/79
4,160,203	Automotive Spark Indicator	7/3/79
4,186,337	Analyzer For Transistor Ignition Systems	1/29/80
D 246,512	Design For Brake Lining Gauge	11/29/77
D 249,322	Design For Transmission Seal Remover	9/12/78
D 251,180	Design For Display Hook	2/27/79
D 251,184	Design For Charging System Analyzer	2/27/79

512 1388

K-D TOOLS OF CALIFORNIA, INC.

<u>Patent No.</u>	<u>Title</u>	<u>Issue Date</u>
3,783,703	Ratchet Mechanism	1/8/74
3,788,132	Torque Wrench	1/29/74
3,866,492	Torque Multiplier	2/18/75
3,893,354	Torque Limit Wrench	7/8/75
3,895,517	Electronic Torque Wrench	7/22/75
3,970,155	Electronic Torque Wrench	7/20/76
4,053,037	Reversing Ratchet	10/11/77
4,063,626	Torque Wrench	11/21/78
4,257,507	Torque Wrench With Pawl Guide	3/24/81
4,517,821	Automatic Torque Wrench Tester	5/21/85

MOORE DROP FORGING CO.

<u>Patent No.</u>	<u>Title</u>	<u>Issue Date</u>
3,532,013	Quick Release Mechanism	

FOREIGN PATENT RIGHTS

(Canada)

PENDING

<u>Ser. No.</u>	<u>Title</u>	<u>Filing Date</u>
475,843	Ratcheting Tool With Improved Cam Shifter Means	3/6/85
516,035	Elastomeric Sleeve on Rearward Portion Of Wrench Socket To Facilitate Recognition & Selection Of The Socket	8/15/86
----	Ratchet Wrench (Design)	(being filed)

UNITED STATES TRADEMARKS

ISSUED

EASCO MARKS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date Registered</u>
Easco	1,073,089	9/13/77
Dyna-Mo	1,073,090	9/13/77
Uni-Hack	1,073,091	9/13/77
Quad-Grip	1,073,092	9/13/77
True Grit	1,112,122	1/30/79
E	1,274,865	4/24/84

Wrist Ratchet	1,291,905	8/28/84
<u>K-D MARKS</u>		
K-D	510,572	6/7/49
(Design)	1,026,765	12/9/75
(Design)	1,038,126	4/20/76
K-D Tools Make		
Tough Jobs Easy	1,101,975	9/12/78
K-D Tools	1,126,339	10/30/79

HUNTER MARKS

Plike	890,871	5/12/70
Hunter Tools	1,057,411	2/1/77
(with design)		

OTHER MARKS

Jo Line	668,948	10/28/58
---------	---------	----------

PENDING

<u>Mark</u>	<u>Ser. No.</u>	<u>Date Filed</u>
Easco Nova	621,958	9/25/86
Nova (with design)	----	----

FOREIGN TRADEMARKS

PENDING

<u>Mark</u>	<u>Ser. No.</u>	<u>Date Filed</u>	<u>Country</u>
Easco Nova	24514/86	3/11/86	Japan
Easco Nova	----	----	S. Korea
Easco Nova	(75) 9913	3/7/86	Taiwan

Royalty Agreement

4,153,130 Apparatus for use in Disassembling an Automatic Transmission.

Patent Numbers 4,485,700 and 4,631,988 (Canada 1,216,444)  
 Reversible Ratchet Wrench  
 KD #470 Tooling Royalty -

Paid to Perfect Equipment Corp. for use of their tooling.

512 3901

3,603,181 Tie Rod Adjusting Tool

3,487,528

222,331 - Valve Spring Compressor

4,031,603 Transmission Clutch Spring Compressor

Assigned to Easco - No Royalty

4,526,069 Adapter for Wrench Sockets

Mailed to Shipped Party

512 1301

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use	
File No.	
Date & Hour	

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement

Date of Filing

Record Reference

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State	FEE
McCulloch, Jay		408 Grinsted Rd,	Severna Park, Md.	21146	13.00
McCulloch, Sandra		408 Grinsted Rd,	Severna Park, Md.	21146	.50

RECORDED  
C777 801 108:01  
MAY 19 87

Name of Secured Party or assignee	No.	Street	City	State
-----------------------------------	-----	--------	------	-------

CHECK APPLICABLE STATEMENT

- CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

Filed: 12/10/81  
File # 240767  
Liber: 444  
Page: 510  
X ref in financing

Debtor(s) or assignor(s)

Jay McCulloch

Sandra McCulloch

(Type or print name under signature)

Mail to

L. Janashek, Credit Sales Mgr. (Seal)  
(Corporate, Trade or Firm Name)

Signature of Secured Party or Assignee

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

13550

BOOK 4343 PAGE 612 BOOK 512 PAGE 392 ✓

TO BE RECORDED: RECORDING TAX ON PRINCIPAL

LAND RECORDS  SUBJECT TO AMOUNT OF \$ -0-

FINANCING RECORDS  NOT SUBJECT TO

ASSESSMENTS & TAXATION

FINANCING STATEMENT

DEBTOR: Robert McCellan Barger and Marlene Lenore Barger

Name--Print or Type

385 Mill Swamp Road Annapolis, Anne Arundel County, Md. 21037

Address--Street No. City - County State Zip code

SECURED PARTY: Modern Electric, Inc.

Name--Print or Type 21061-2799

7221 Balto. Annapolis Blvd. Glen Burnie, Anne Arundel Co., Md.

Address--Street No. City - County State Zip code

ASSIGNEE: (If Any) BALTIMORE GAS & ELECTRIC COMPANY

Name--Print or Type

1508 WOODLAWN DRIVE BALTIMORE MD 21207

Address--Street No. City - County State Zip code

1. This Financing Statement covers a Purchase Money Security Interest in types of property described below:

- E1EB036a06 3 ton York Heat pump outdoor unit
- G2HC036A 3 ton York indoor coil
- N2AHD10A06 Air handler York
- N2AHD14A06 Air Handler York
- E1EB024A06 2 ton York Heat Pump outdoor unit
- G2HC024A 2 ton York indoor coil
- 2HL065015A06 15 kw electric heat
- 2HM065010A06 10 kw electric heat

RECORD FEE 15.00  
 PORTAGE .50  
 #11689 0777 RM 113417  
 MAY 13 87  
 RECORD FEE 10.00  
 #11680 0777 RM 113418  
 MAY 13 87

2. The above described personal property is to be affixed to the real property described below:

All that parcel of land as more fully described in the Land Records of Anne Arundel County, recorded on 9/20/78 in Liber 3125 and Folio 833. The improvements thereon being known as 385 Mill Swamp Road.



The name of a record owner is Robert M. Barger

DEBTOR(S): *Robert McCellan Barger* *Marlene Lenore Barger*

Signature Signature

Robert McCellan Barger Marlene Lenore Barger

Printed name of person signing Printed name of person signing

TO THE FILING OFFICER: After this statement has been recorded please mail the same to: Kathy J. Wainwright 1508 Woodlawn Drive Baltimore, MD 21207

Name Address

155-50

Mail to Wainwright

267700

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>
	<p>2. b. ASSIGNEE OF SECURED PARTY (if any) and Address</p>

RECORD FEE 15.00  
POSTAGE .50  
M13582 0777 RM1 115:04  
MAY 21 87

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.

(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)

April 30, 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.

B-50

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

Finished building unit components consisting of 115 units:

- (1) Laundry - S/N 2033
- (2) 2-bedroom - S/N 2034, 2077
- (72) 1-bedroom - S/N 3025, 2036, 2038, 2039, 2041, 2042, 2044, 2045, 2047, 2048, 2049, 2051, 2052, 2054, 2055, 2058, 2059, 2064-2066, 2068, 2069, 2071, 2072, 2074, 2075, 2078, 2079, 2081, 2082, 2084, 2085, 2087-2089, 2091-2093, 2095, 2096, 2098-2100, 2102, 2013, 2106-2108, 2110, 2111, 2113, 2114, 2116, 2117, 2119, 2120, 2122, 2123, 2125, 2126, 2128, 2129, 2132, 2133, 2135, 2136, 2140, 2141, 2143, 2144
- (32) Studio - S/N 2037, 2040, 2043, 2046, 2050, 2053, 2056, 2060, 2067, 2070, 2073, 2076, 2080, 2083, 2086, 2090, 2094, 2097, 2101, 2104, 2109, 2112, 2115, 2121, 2124, 2127, 2134, 2137, 2139, 2142, 2145, 2147
- (2) 1-bedroom barrier-free - S/N 2057, 2063
- (5) 2-bedroom Master Suite - S/N 2105, 2118, 2130, 2131, 2138
- (1) Manager's 2-bedroom apartment w/office - S/N 2146

A unit consists of from one to three 12' x 24' prefabricated building unit modules.

Mailed to Secured Party

Mail to

BOOK 512 PAGE 396

STATE OF MARYLAND

267701

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 Marley Television Company, Inc. t/a Bay TV., Inc.

Address 798 Ritchie Highway, Severna Park, Maryland 21146

2. SECURED PARTY

Name KITCHENAID, INC.

Address 701 Main Street

St. Joseph, MI 49085-1392

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 12.00  
413543 CTM R01 715:04  
MAY 21 87

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All of dealer's inventory of goods and equipment made or sold by KitchenAid now owned or hereafter acquired, wherever located, including all returns, repossessions and parts, and all chattel paper, instruments, documents, accounts, general intangibles, contract rights and security agreements (resulting from the sale of said inventory or equipment), and all cash and non-cash proceeds of any of the foregoing.

Name and address of Assignee: \_\_\_\_\_

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

X Paul H. Brown  
(Signature of Debtor)

Paul H. Brown  
Type or Print Above Name on Above Line

X Paul H. Brown  
(Signature of Debtor)

Paul H. Brown  
Type or Print Above Signature on Above Line

KITCHENAID, INC.

GARY L. YOUNG  
(Signature of Secured Party)

GARY L. YOUNG Credit Manager  
Type or Print Above Signature on Above Line

B-10

D. 651092  
~~651094~~

BOOK 512 PAGE 317

1450

267702

 <b>Maryland Financing Statement</b> <small>All information must be typewritten or printed in ink.</small>		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>Gransky, Martin</b> DBA <b>M.E.G. Construction Co.</b> 618 Jumper Hole Road Severan Park, Anne Arundel, MD 21146	Secured Party Name and Address <b>Valley Supply &amp; Equipment</b> 108 East Baltimore Street P.O. Box 420 Funkstown, MD 21734	
Assignee of Secured Party C.I.T. Corporation 1301 York Road Lutherville, MD 21093	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small> <b>(I) One New Koehring Model 1350 Scattrak S/W 6A0054</b>		RECORD FEE 12.00 STAMPAGE .50 07036 C777 R01 T15:06 MAY 21 87 <i>we</i>
<small>the name of C.I.T. Corporation has been changed to The CIT Group/Equipment Financing, Inc. Any reference herein to "C.I.T. Corporation" shall be deemed to refer to "The CIT Group/Equipment Financing, Inc."</small>		
Proceeds of collateral are also covered.		
* If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <b>Martin Gransky</b> <b>DBA M.E.G. Construction Co.</b>	Secured Party <b>Valley Supply &amp; Equipment</b>	
By <i>Martin Gransky</i> Title <i>Owner</i> <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>	By <i>Howard J. Klein</i> <i>PRES.</i>	
<b>Martin Gransky</b> <small>Type or print name(s) of person(s) signing</small>	<b>HOWARD J. KLEIN PRES.</b> <small>Type or print name of person signing</small>	
5 SA 989D		

1450

Mailed to Secured Party

Filed with: Clerk of Anne Arundel Co. STATE OF MARYLAND

512 398 267703  
Identifying File No. \_\_\_\_\_

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated May 5, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Primedical, Inc.

Address 2661 Riva Road, Annapolis, Maryland 21401

2. SECURED PARTY

Name Sovran Leasing Corporation

Address 1510 Willow Lawn Drive, P.O. Box 8765

Richmond, Virginia 23226

ATTN: Susan Burnette

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list) Schedule #3

Various Office Furniture, X-Ray System and Lab Equipment more particularly described on the Equipment List attached hereto.

Name and address of Assignee

PLUS ALL ATTACHMENTS THERETO. Equipment Location: Briggs Chaney Plaza  
13823 Outlet Drive  
Silver Spring, MD 20904

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

PRIMEDICAL, INC.

BY: [Signature]  
(Signature of Debtor)

Randolph B. Olds, Controller  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SOVRAN LEASING CORPORATION  
Successor to Suburban Funding Corporation

By: [Signature]  
(Signature of Secured Party)

William N. Smith, Jr., SVP  
Type or Print Above Signature on Above Line

RECORD FEE 13.00  
POSTAGE .50  
MAY 22 87

we



512 (10/3/90)

# SUBURBAN

FUNDING CORPORATION

## EQUIPMENT LIST

Lessee: Primedical, Inc.

Final Equipment Schedule No. 3

Page 1 of 2 total pages.

Approved by RSC  
(Lessee to initial each page)

Equipment located at:

Briggs Chaney Plaza

13823 Outlet Drive  
street address

Silver Spring, Maryland 20904  
city county state

Vendor	Description	Price	Quantity	Price
GILLIS	X-RAY STARTER UNIT	402.55	1	402.55
GILLIS	UPRIGHT FOR UNIT	57.35	1	57.35
GILLIS	2 STARTER UNITS	766.50	1	766.50
GILLIS	3 ADD-ON UNITS	1,113.45	1	1,113.45
GILLIS	2 UPRIGHTS	106.40	1	106.40
GILLIS	FREIGHT	114.30	N/A	114.30
GILLIS	SALES TAX	122.31	N/A	122.31
OREM	VAL CART	350.00	1	350.00
OREM	EKG MACHINE	1,499.95	1	1,499.95
OREM	SALES TAX	92.50	N/A	92.50
ATI	ALARM SYSTEM	1,520.00	1	1,520.00
ATI	TELEPHONE SET	388.00	1	388.00
ATI	TELEPHONE SET	388.00	1	388.00
ATI	TELEPHONE SET	388.00	1	388.00
H.R. SIMON	X-RAY SYSTEM	23,206.00	1	23,206.00
H.R. SIMON	PROCESSOR	4,200.00	1	4,200.00
H.R. SIMON	GLOVE RACK	48.15	1	48.15
H.R. SIMON	FOOT STOOL	38.46	1	38.46
H.R. SIMON	8X10 CASSETTE	85.00	4	340.00
H.R. SIMON	10X12 CASSETTE	100.75	4	403.00
H.R. SIMON	11X14 CASSETTE	115.14	2	230.28
H.R. SIMON	14X17 CASSETTE	141.68	2	283.36
H.R. SIMON	DARKROOM LAMP	53.93	1	53.93
H.R. SIMON	SPOT ILLUMINATOR	65.80	1	65.80
H.R. SIMON	14X17 ENVELOPES	37.45	1	37.45

6610 Rockledge Drive □ Bethesda, Maryland 20817 □ (301) 493-2950

512 400

Equipment List  
Page 2

Vendor	Description	Price	Quantity	Price
H.R. SIMON	FILM BIN	167.99	1	167.99
H.R. SIMON	ID PRINTER	214.00	1	214.00
H.R. SIMON	ALUMINUM CALIPERS	13.10	1	13.10
H.R. SIMON	LEFT MARKER	0.35	1	0.35
H.R. SIMON	RIGHT MARKER	0.35	1	0.35
H.R. SIMON	8X18 LEAD STRIP	10.78	1	10.78
H.R. SIMON	6X10 LEAD STRIP	4.49	1	4.49
H.R. SIMON	LEAD APRON	63.66	1	63.66
H.R. SIMON	LEAD GLOVES PAIR	67.41	1	67.41
H.R. SIMON	ILLUMINATOR SINGLE	107.80	1	107.80
H.R. SIMON	ILLUMINATOR DOUBLE	215.60	1	215.60
	TOTAL			\$37,081.27

Mailed to Secured Party

1598F

1150

TO BE  
 NOT TO BE

RECORDED IN  
LAND RECORDS

BOOK 512 PAGE 401

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF

87-735  
AA

267704

FINANCING STATEMENT

1. Debtor(s):

Jumpers Mall Exxon  
Name or Names—Print or Type

8101 Ritchie Highway, Pasadena, MD 21122  
Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

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)

Crystal Tips Ice Machine

4. If above described personal property is to be affixed to real property, describe real property

RECORD FEE 11.00  
POSTAGE .50  
MAY 22 87  
we

5. If collateral is crops, describe real estate.

Mailed to Secured Party

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

*Walter J. Munroe*  
(Signature of Debtor)

Walter J. Munroe, 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

11.50

TO BE } RECORDED IN LAND RECORDS  SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$  
 NOT TO BE } BOOK 512 PAGE 402  NOT SUBJECT TO } 267705

87-759  
AA

FINANCING STATEMENT

1. Debtor (s):  
 {  
 Maryland Business Phone Company  
 Name or Names—Print or Type  
 2151 Defense Highway, Ste. H, Crofton, MD 21114  
 Address—Street No., City - County State Zip Code  
 Name or Names—Print or Type  
 Address—Street No., City - County State Zip Code

2. Secured Party:  
 {  
 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 pay phone Location-111 E. Furnace Branch Rd.  
 Glen Burnie, MD 21061

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 11.00  
 SERVICE .50  
 44,000 0777 801 108:49  
 MAY 22 87  
 we

6. Proceeds of collateral  are  are not covered.

Mailed to Secured Party.

7. Products of collateral  are  are not covered.

DEBTOR(S)  
 Gary Holcomb  
 (Signature of Debtor)  
 Gary Holcomb, Owner  
 Type or Print  
 (Signature of Debtor)  
 Type or Print

SECURED PARTY  
 Harbor Leasing Associates  
 (Company, if applicable)  
 (Signature of Secured Party)  
 Mark M. Caplan, partner  
 Type or Print (Include title if Company)

TO THE FILING OFFICE After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC., 701 Cathedral Street, Baltimore, Maryland 21201

11.50

267706

512 400

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. \$ 25,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated 4-16-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name R. S. Pharmacy, Inc.
Address P. O. Box 40, Glen Burnie, MD 21061

2. SECURED PARTY

Name United Bank & Trust Co. of MD
Address 9420 Pennsylvania Avenue
Upper Marlboro, MD 20772

RECORDED FEE 11.00
RECORDED TAX 175.00
STAMP .50
MAY 22 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)
PS5A(Pharmacy System Micro-11/73 5AM) -Serial #WF71006836
95MB TK-50 Tape Drive, DHV11 8 line Multi-plexor, DLVE1-M PORT
(1) VT-220 CRT, PHCY-Software, TSX-OP-SYS,
DME000-Software, DME301, DME302

CHECK [X] THE LINES WHICH APPLY

5. [ ] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[ ] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[X] (Proceeds of collateral are also covered)

[ ] (Products of collateral are also covered)

R. S. Pharmacy, Inc.
Matthew G. Shimoda Pres.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

United Bank and Trust Co. of MD

Gail F. West
(Signature of Secured Party)

Gail F. West
Type or Print Above Name on Above Line

15,000

512 404

267707

**FINANCING STATEMENT (UCC-1)**

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s) (or Assignor): DEALERS OUTLET, INC.  
 Address: 7232-34 Ritchie Highway  
 Glen Burnie, Md. 21061

2. Name of Secured Party (or Assignee) THE BANK OF BALTIMORE  
 Address: Attention: Commercial Loan Department  
 P.O. Box 896  
 Baltimore, MD 21203

RECORD FEE 11.00  
 POSTAGE .50  
 MAY 22 87

3. This Financing Statement covers the following types (or items) of property:  
 All inventory, including but not limited to parts and accessories inventory, both now 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.

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.

Mailed to Secured Party

Debtor(s):  
 DEALERS OUTLET, INC.  
 By: Ronald G. Manns, President

Secured Party:  
 THE BANK OF BALTIMORE  
 By: Lucy C. Campbell, V.P.  
 Lucy C. Campbell, 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)

1150

512 403

267708

**FINANCING STATEMENT (UCC-1)**

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$ \_\_\_\_\_

1. Name of Debtor(s) (or Assignor): RITCHIE NISSAN, INC.  
 Address: 7232-34 Ritchie Highway  
 Glen Burnie, Maryland 21061

2. Name of Secured Party (or Assignee): THE BANK OF BALTIMORE  
 Address: Attention: Commercial Loan Departmen  
 P.O. Box 896  
 Baltimore, MD 21203

RECORDED FEE 11.00  
 POSTAGE .50  
 MAY 22 1987  
 108-55

3. This Financing Statement covers the following types (or items) of property:  
 All inventory, including but not limited to parts and accessories 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.

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):  
 RITCHIE NISSAN, INC.  
 By: Ronald G. Manns, President

Secured Party:  
 THE BANK OF BALTIMORE  
 By: Lucy C. Campbell, V.P.  
 Lucy C. Campbell, 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)

Mailed to Secured Party

1150

Md. 1/24/79  
L 71B  
UCC

512 400

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Commercial Law Article of the Annotated Code of Maryland and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. Liber 326 Page 370 Dated 10-16-74

Record Reference 190031

2. DEBTOR is:

Name: Hardesty, Robert P. and Ruth P.  
(Last Name First)

Address: Box 129-B, Harwood, Md. 20776

3. SECURED PARTY is:

Name: Southern Maryland Production Credit Assn.

Address: 15207 Marlboro Pike, Upper Marlboro, Md. 20772

RECORD FEE 10.00  
POSTAGE .50  
#13507 C040 R01 T11:11  
MAY 22 87

We

The Secured Party further certifies that it 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 Commercial Law Article of the Annotated Code of Maryland, 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:

Mr. Robert P. Hardesty

3740 Hardesty Rd., Harwood, Md. 20776

SECURED PARTY: Southern Md. Production Credit Association

Date: 3/16/, 1987

By: Mildred E. Hook  
Mildred E. Hook (Title)  
Loan Processor

Mailed to Secured Party

1050

Md. 1/24/79  
L 71B  
UCC

512 407

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Commercial Law Article of the Annotated Code of Maryland and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. Liber 401 Page 572 Dated 4/20/79  
Record Reference 224770

2. DEBTOR is:

Name: Hardesty, Robert P. and Ruth P.  
(Last Name First)  
Address: 3740 Hardesty Rd., Harwood, Md. 20776

RECORD FEE  
10.00  
POSTAGE  
.50

3. SECURED PARTY is:

Name: Southern Maryland Production Credit Assn.  
Address: 15207 Marlboro Pike, Upper Marlboro, Md. 20772

REC-508 0040 R01 T11:11  
MAY 22 87

The Secured Party further certifies that it 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 Commercial Law Article of the Annotated Code of Maryland, 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: Mr. Robert P. Hardesty  
3740 Hardesty Rd. Harwood, Md. 20776

SECURED PARTY:

Date: 3/16/87, 1987 By: Mildred E. Hook  
Mildred E. Hook (Title)  
Loan Processor

Mailed to Secured Party

1050

FINANCING STATEMENT

BOOK 512 PAGE 40

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$..... 267709

1. Name of Debtor(s): Patricia M. Savani  
Address: 57 Boone Trail  
Severna Park, MD 21146

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 of the inventory of the debtor, of every type and description, now owned and hereafter acquired and wherever located, 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 All Tangible Assets whether now owned or hereafter acquired, and all Attachments, Accessories, Additions thereto, Substitutions, Accessories and Equipment

4. Check the statements which apply, if any, and supply the information indicated therefore, and Replacements, and the proceeds of the foregoing in any form whatsoever.

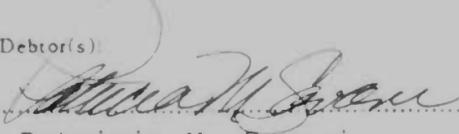
(If collateral is goods which are or are to become fixtures—describe real estate, include house number and street, and block reference where applicable, type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

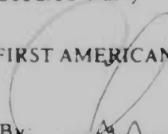
RECORD FEE 11.00  
POSTAGE .50  
113358 CO40 R01 114:09  
MAY 22 87

Mailed to Secured Party

we

Proceeds of the collateral are also covered.  
 Products of the collateral are also covered.

Debtor(s):  
  
.....  
Patricia M. Savani.....  
.....  
.....

Secured Party:  
FIRST AMERICAN BANK OF MARYLAND  
  
By: .....  
C. Terry Adkins, 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 & Hale, Box 947, Annapolis, MD 21404)

BOOK 512 PAGE 400

FINANCING STATEMENT

Not subject to recordation tax  
 Subject to recordation tax of \$.....**867710**  
principal amount of \$.....

1. Name of Debtor(s): George R. Savani, Jr.  
Address: 57 Boone Trail  
Severna Park, MD 21146

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 of the inventory of the debtor, of every type and description, now owned and hereafter acquired and wherever located, 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 All Tangible Assets whether now owned or hereafter acquired, and all Attachments, Accessories, Additions thereto, Substitutions, Accessories and Equipment

4. Check the statements which apply, if any, and supply the information indicated 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:

Proceeds of the collateral are also covered.  
 Products of the collateral are also covered.

RECORD FEE 11.00  
REGISTRATION .50  
81557 0040 801 714:10  
MAY 22 87  
W

Debtor(s):  
GRS  
.....  
George R. Savani, Jr.  
.....  
.....

Secured Party:  
FIRST AMERICAN BANK OF MARYLAND  
By: Terry Adkins  
.....  
C. Terry Adkins, 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 & Hale, Box 947, Annapolis, MD 21404



267712

MARYLAND FINANCING STATEMENT

512 411

(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 Wang Corporation T/A Hunan Restaurant & Co-Lessee (Name or Names)

100 Florida Highway Pt 3 Severn (Address)

LESSEE (Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Of LESSOR Baltimore Federal Financial, F.S.A. (Name or Names)

P.O. Box 116, Baltimore, Maryland 21203 (Address)

4. This financing Statement covers the following types (or items) of property:

see attached Schedule A.

RECORD FEE 14.00  
POSTAGE .50  
413840 0040 R01 T13:15  
MAY 22 87

we

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE Wang Corporation T/A Hunan Restaurant & Co-Lessee

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Y. S. Wang Pres. (Title)

By: Brian G. Connelly Mgr. (Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: G. F. Wang (Title)

Return to:

(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234

14.50

↑

BOOK 512 PAGE 412

SCHEDULE A

Attached to and made a part hereof Equipment Lease No. BFED 591  
dated 4-14-87

<u>Quantity</u>	<u>Description</u>
1	Six (6) chamber Chinese Range. Bowery S/S Top.
2	Fryer Master deep fryer, floor model.
1	Star Metal RST-59-4E sandwich unit
1	Stock pot range
1	Smoke house 24" x 30"
1	Metal Masters steamer table
1	Rice cooker 100 cups N.S.F. Gas
1	Rice cooker stand
1	Soiled dish table 6' and clean dish table 4'
1	Tea urn MPO 303 Gas
1	Tea urn stand 5' x 24"
1	Dish storage cabinet 7'
1	Comstock castle #262 Char-Broiler
1	Metal Masters 3 comp. sink 314-24-3-18
90	GAR 422 PSPB Grade 2 MBA-2 Crimson, chairs

Approved and agreed to this 14th day of April, 198 7

Wang Corporation T/A Hunan Restaurant &  
**Lessee:** Dang, Inc. T/A Hunan Restaurant, **Lessor:** Chesapeake Industrial Leasing Co., Inc.0

By: J. S. Wang Co-Lessee **By:** Brian G. Connelly  
President

G.F. Wang

STATE OF MARYLAND

512 (REV) 413

FINANCING STATEMENT FORM UCC-1

Identifying File No. 207713

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Smith Brothers Inc.

Address 4702 Woodfield Rd., Galesville, MD. 20765

2. SECURED PARTY

Name Furnival Machinery Co.

Address 7135 Standard Dr., Hanover, MD. 21076

2240 Bethlehem Pike, Hatfield, PA. 19440

Person And Address To Whom Statement Is To Be Returned 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 Komatsu D31S-16, Crawler Loader, Serial # 25260

RECORD FEE 11.00  
POSTAGE .50  
#133755 0340 801 T13-52  
MAY 22 97  
LK

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Proceeds to be kept separate and apart

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Charles Sharretts III  
(Signature of Debtor)

CHARLES SHARRETT'S III  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Ronald Luchan  
(Signature of Secured Party)

RONALD LUCHAN  
Type or Print Above Signature on Above Line

1130

512 414

26771 24751

This FINANCING STATEMENT is presented for filing pursuant to the Uniform Commercial Code

1. DEBTOR (LAST NAME, FIRST, IF AN INDIVIDUAL) Frontier Technologies,, Inc.		19. SOCIAL SECURITY OR FEDERAL TAX NO. 52-1337319
16. MAILING ADDRESS 2444 Solomons Island Rd # 205	17. CITY, STATE Annapolis, MD	18. ZIP CODE 21401
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME, FIRST, IF AN INDIVIDUAL)		23. SOCIAL SECURITY OR FEDERAL TAX NO.
26. MAILING ADDRESS		25. ZIP CODE
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY)		24. FEDERAL TAX NUMBER
4. SECURED PARTY NAME: Commodore Business Machines, Inc. MAILING ADDRESS: 1200 Wilson Drive CITY: West Chester STATE: PA ZIP CODE: 19380		24A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.
5. ADDRESSES OF SECURED PARTY (IF ANY) NAME: MAILING ADDRESS: CITY: STATE: ZIP CODE:		24B. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.

6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).

SEE ATTACHED EXTENSION SHEET FOR APPROPRIATE STATEMENT OF COLLATERAL.

RECORD FEE 12.00  
#13897 CO40 R01 T14:45  
MAY 22 87  
we

7. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A. PRODUCTS OR COLLATERAL ARE ALSO COVERED <input checked="" type="checkbox"/>	7B. DEBTOR IS SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION SIX ITEM <input type="checkbox"/>
8. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	DEBTOR IS A TRANSMITTING UTILITY IN ACCORDANCE WITH UCC SECTION 9108 (1) (A) <input type="checkbox"/>	
9. SIGNATURE (S) OF DEBTOR (S) <i>Andrew Newton Valen, President 9/23/87</i> DATE: 9/23/87		10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)
TYPE OR PRINT NAME (S) OF DEBTOR (S) Frontier Technologies,, Inc.		
SIGNATURE (S) OF SECURED PARTY (IES) <i>Robert J. ...</i> TYPE OR PRINT NAME (S) OF SECURED PARTY (IES) Commodore Business Machines, Inc.		
11. RETURN COPY TO:		
NAME	DATA-FILE SERVICES, INC.	
ADDRESS	1728 OLYMPIC BLVD.	
CITY	SANTA MONICA, CA 90404	
STATE		
ZIP CODE		

BOOK 512 PAGE 415

24751

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF Maryland

TOTAL NUMBER OF SHEETS 2

CONTINUATION OF FINANCING STATEMENT BETWEEN

SECURED PARTY:

Commodore Business Machines, Inc.  
1200 Wilson Drive  
West Chester, PA 19380

DEBTOR:

Frontier Technologies,, Inc.  
2444 Solomons Island Rd #205  
Annapolis, MD 21401

All inventory of goods and merchandise now held or hereafter acquired by Debtor bearing the trademark "COMMODORE" and/or "COMMODORE BUSINESS MACHINES" and/or "CBM" either singly or in combination with any other word or words, together with all additions or accessions thereto, and all accounts, contract rights, documents, instruments, general intangibles and chattel papers of Debtor now existing or hereafter arising out of or with respect to such inventory and all proceeds of all the foregoing.

Frontier Technologies,, Inc.

Commodore Business Machines, Inc.

*Genevieve Houston-Ludlam*  
DEBTOR

*Robert J. ...*  
SECURED PARTY

2

Genevieve Houston-Ludlam  
Filing Officer Copy

SHEET No

STATE OF MARYLAND BOOK 512 PAGE 411

FINANCING STATEMENT FORM UCC-1

Identifying File No. 262715

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 05/05/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name KEYS WOODWORK, INC.  
Address 102 SANDY BEACH DRIVE, PASADENA, MARYLAND 21122

2. SECURED PARTY

Name THE BANK OF GLEN BURNIE  
Address 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MARYLAND 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) ON DEMAND

4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, accounts receivable, instruments, documents, chattel paper, other rights to payment, general intangibles and all assets of corporation.

SEARCH FEE 12.00  
POSTAGE .50  
MAY 22 1987  
we

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Handwritten initials and scribbles.

BY: KEYS WOODWORKS, INC.  
*Earl G. Walter*  
(Signature of Debtor)

Dan S. Keys, President  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

The Bank of Glen Burnie

*Earl G. Walter*  
(Signature of Secured Party)

Earl G. Walter - Executive Vice President  
Type or Print Above Signature on Above Line

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 512 PAGE 417  
Identifying File No. #4929

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 267829

If transaction or transactions wholly or partially subject 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 Witty Construction, Inc.  
Address 2440 Cedar Avenue, Annapolis, MD. 21401

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) JUNE 7, 1990

4. This financing statement covers the following types (or items) of property: (list)

One (1) Trillium Panther 612 Telephone System with KSU Serial Number 860900171  
Six (6) Trillium Panther 612 Standard Telephones

Name and address of Assignee

CONDITIONAL SALES CONTRACT

RECORD FEE 11.00  
POSTAGE .50  
MAY 22 87  
WC

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Witty Construction, Inc.

David K. Witty  
(Signature of Debtor)

David K. Witty/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

11-30

This FINANCIAL STATEMENT is prepared by a Filing Officer for filing pursuant to the Uniform Commercial Code. Maturity Date (if any):

1. Debtor(s) Name (Last Name First) and Complete Address: Culp, Richard B. and Karen P. 2405 Dunston St. Springfield, VA. 22151	2. Secured Party(ies) and Complete Address: Horizon Financial F.A. 900 Masons Mill Business Park 1800 Byberry Rd. Huntingdon Valley, PA. 19006	(This space for use of Filing Officer, (Date, Time and Filing Office.) BOOK 512 PAGE 418
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This statement refers to original Financing Statement Sealing File No. Liber 491 Folio 508 Dated November 18, 1985

A. Continuation ( ) The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective. (FEE \$1000)	B. Partial Release ( ) From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: (FEE \$1000)	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 name under the financing statement bearing the file number shown above in the following property: (FEE \$1000)	D. Termination Statement X ( ) 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. (FEE \$1000)	E. Other ( ) (FEE \$1000)
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RECORD FEE 10.00  
POSTAGE .50  
#13822 0040 R01 T15:11  
MAY 22 1987  
5/13/87

Witness to Secured Party

3. When collateral is crops or fixtures complete this portion of form.

a. Description of real estate (Sufficient to identify the property):

b. Name and complete address of record owner:

4a. ( ) Proceeds of Collateral are also covered. 4b. ( ) Products of Collateral are also covered. No. of additional sheets presented: ( )

( ) Filed with Register of Deeds and Mortgages at \_\_\_\_\_ County, ( ) Secretary of State.

(X) Filed with the County Clerk of Anne Arundle Co., MD. \_\_\_\_\_ County.

Signature(s) of Secured Party(ies) or Assignee(s)  
Horizon Financial F.A.  
*John O. Plasket*  
John O. Plasket, Assistant Secretary

Dated April 14, 1987

FILING OFFICER COPY — This form of statement is approved by the Secretary of State of New Jersey.  
STANDARD FORM—UNIFORM COMMERCIAL CODE—FORM UCC 3.

10.50

512 410

There is no specific equipment to be recorded at the time of the execution of the security agreement or financing statement. If there are any questions, Alan Hilton :347-6580 FNB IN-House Counsel.

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  
Naron AG Refining Co. Inc.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Name)  
7176 Hammond Ferry Road  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Address)  
Linthicum Heights, Md 21090

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attn: M. Neil Brownawell 101-560  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Name of Loan Officer)  
P.O. Box 1596  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Address)  
Baltimore, MD 21203

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)  
 1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Borrower, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Borrower's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Borrower's now owned and hereafter acquired inventory, wherever located, including but not limited to raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, tradenames, licenses, patents and cash value of life insurance, all of which, including the above-described Equipment, Accounts Inventory, shall herein be called "Assets", (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Borrower's assets in which bank has been or is hereafter granted a security interest under any security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into possession of Bank, as well as all proceeds and products thereof; (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

3.  Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

RECORD FEE 11.00  
 REGISTRY .50  
 4/25/87 0040 R01 115:15  
 MAY 22 87  
 we

DEBTOR (OR ASSIGNOR)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Signature)  
Naron AG Refining Co., Inc.  
 \_\_\_\_\_  
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Signature)  
 \_\_\_\_\_  
 (Print or Type Name)

11/50

512 420

267718

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. \$90,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated March 16, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Physical Therapy & Sports Fitness Associates, P.A.

Address 200 Hospital Drive, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name United Bank & Trust Company of Maryland

Address 9420 Pennsylvania Avenue, Upper Marlboro, Maryland 20772

ATTENTION: L. Boswell

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORDED FEE 11.00  
SEARCH FEE 630.00  
MAY 22 97  
113718 0040 R01 715:15  
wl

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Equipment consisting of all machinery, equipment, furniture and fixture, 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. All inventory, raw materials, work in process and supplies now owned or hereafter acquired and proceeds thereof.

All accounts receivable now existent or hereafter created.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Physical Therapy & Sports Fitness Associates, P.A.

*Robert H. Ude V.P.*  
\_\_\_\_\_  
(Signature of Debtor)

Robert H. Ude, V.P.  
\_\_\_\_\_  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

United Bank & Trust Company of Maryland

*William M. Grucella*  
\_\_\_\_\_  
(Signature of Secured Party)

William M. Grucella  
\_\_\_\_\_  
Type or Print Above Name on Above Line

11-630-50



STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 512 PAGE 421  
Identifying File No. 267719

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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

Huff, Richard H. & Hodgkiss, Lawrence A.,  
Name A partnership D/B/A H&H Concrete Construction Company  
Address 1553 Lodge Pole Court, Annapolis, MD 21401

2. SECURED PARTY

Name Deutsche Credit Corp.  
Address 4 Greentree Centre, Suite 204  
Marlton, NJ 08053

RECORDING FEE 13.00  
#13929 0040 R01 T15:18  
MAY 22 87

ue

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) New R&S 14' Dump Body on One (1) New Ford LT9000 Dump Truck

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)

XX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

(X) Richard H. Huff  
(Signature of Debtor)

Richard H. Huff  
Type or Print Above Name on Above Line

Lawrence A. Hodgkiss  
(Signature of Debtor)

Lawrence A. Hodgkiss  
Type or Print Above Signature on Above Line

Mailed to Secured Party

Cheryl Homon  
(Signature of Secured Party)

Cheryl Homon, Credit Analyst  
Type or Print Above Signature on Above Line

13-50

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 512 PAGE 422  
Identifying File No. 267720

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated May 4, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Harry Neuman T/A LUCKY LOTTERY  
Address 5203 6th Street Baltimore, Maryland 21225

2. SECURED PARTY

Name CHANLEY FINANCE COMPANY  
Address 222 Cedarmere Circle Owings Mills, Md. 21117

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORDED FEE 12.00  
13770 0040 R01 115:21  
MAY 22 87  
uc

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- (1) O&M Folder s/n AB 3078-Right Ang. s/n AB 3074
- (1) Rosback 203 Bindery System Feeder / gatherer s/n 706R871155
- Three knife trimmer s/n 250R871767
- Stitcher s/n 203R87799

Name and address of Assignee  
Garibaldi Federal Savings & Loan  
8631 Loch Raven Blvd.  
Baltimore Md. 21204

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Harry E. Neuman III  
(Signature of Debtor)

Harry E. Neuman III  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Patrick E. O'Malley  
(Signature of Secured Party)

Patrick E. O'Malley  
Type or Print Above Signature on Above Line

512 423

267721

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 Birckhead, Albert M.  
Address 1381 Odenton Road Odenton, MD 21113

2. SECURED PARTY

Name Washington Freightliner, Inc.  
Address 201 Ritchie Road Capitol Heights, MD 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.

RECORD FEE 17.00  
POSTAGE .50  
413931 0040 R01 715:26  
MAY 22 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 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

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)

Albert M. Birckhead

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

Credit Alliance Corporation

[Signature]  
(Signature of Secured Party)

Larry F Kimmel Asst. V.P.  
Type or Print Above Signature on Above Line

19/50

**CONDITIONAL SALE CONTRACT NOTE**

**TO:** Washington Freightliner, Inc. **FROM:** Albert M. Bircckhead  
(Seller) (Buyer)  
201 Ritchie Road Capitol Heights, MD 20743 1381 Odenton Road Odenton, MD 21113  
(Address of Seller) (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

One (1) 1987 Freightliner Model  
 FLC-12064, S/N 1FVNYDY94HH304362  
 with 15' R & S Dump Body

(1) TIME SALES PRICE ..... \$ 125,608.00  
 (2) Less DOWN PAYMENT IN CASH ..... \$ 10,000.00  
 (3) Less DOWN PAYMENT IN GOODS (Trade in Allowance) \$ -0-  
 (4) CONTRACT PRICE (Time Balance) ..... \$ 115,608.00

The property purchased shall remain personally and not become part of any realty and shall be located and kept for use at: 1381 Odenton Road Odenton, MD 21113

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 fifteen thousand six hundred eight and 00/100\*\*\*\*\* Dollars (\$ 115,608.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 12th day of June, 19 87, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,926.80 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, receive payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

**BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.**

**BUYER(S)-MAKERS(S):**

Date: April 27, 19 87

Accepted Washington Freightliner, Inc. (SEAL)  
(Print Name of Seller Here)

Albert M. Bircckhead (SEAL)  
(Print Name of Buyer-Maker Here)

By: [Signature]  
Bill Fenwick Pres.

By: [Signature]  
Co Buyer-Maker: (SEAL)

\_\_\_\_\_  
(Witness as to Buyer's and Co-Maker's Signature)

\_\_\_\_\_  
(Print Name of Co-Buyer-Maker Here)

\_\_\_\_\_  
(Witness as to Buyer's and Co-Maker's Signature)

By: \_\_\_\_\_

This instrument prepared by \_\_\_\_\_

2

**TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)**

the property in danger of misuse, nonreclamation, 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 defend 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 appeal, writ, or other legal process thereon, 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 county interests shall attach to any proceeds. In its sole discretion Holder may apply and/or charge 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 fifth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of over the payment 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., of 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 agrees to notify Buyer, at Buyer's address shown hereon, by certified mail within three days of such service having been effected. The parties herein agree to the venue and jurisdiction of any court in the State of New York, a sitting and venue arising hereunder. Any provision to the contrary, 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 they do not control possession of the property prior to the date hereon. 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 GUARANTEE 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.) (Guarantor Endorser)		_____ (L.S.) (Guarantor Endorser)
_____ (L.S.) (Guarantor Endorser)		_____ (L.S.) (Guarantor Endorser)

**ASSIGNMENT ENDORSEMENT TO BE EXECUTED BY SELLER**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property") and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment endorsement, Seller hereby designates and appoints Stuart 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 agree 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 fulfillment of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date _____ 19 _____	_____ (SEAL) (Corporate, Partnership or Trade Name or Individual Signature)	} Signature of Seller
(Witness) _____	By: _____ (Signature, Title of Officer, "Partner" or "Proprietor")	

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated April 27, 1987

between Northwestern Properties, Inc. as Seller-Lessor-Mortgagee and Northwestern Properties, Inc. 1901 American Road, Columbia, MD 21047 (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 orally, and it reserves a valid, free and clear title loan or a first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmaturing installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereto is

\$ 100,000.00 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 27th day of April, 1987

Northwestern Properties, Inc. (Name) (Address)

By Bill Fenwick Pres.

(If corporation, print its exact corporate name, state authorized officer's name, title and address, and attach corporate seal. If partnership, print its type, exact firm name and have one or more partners sign.)

BOOK 512 PAGE 427

STATE OF MARYLAND

267722

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 Wentz, Robert T/A Bowen & Wentz Excavating  
Address 1417 Bayhead Road Annapolis, MD 21401

2. SECURED PARTY

Name State Equipment, Division of Secorp National, Inc.  
Address 1400 Joh Avenue Baltimore, MD 21227

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 18.00  
POSTAGE .50  
MAY 22 1987  
115:28  
we

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

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Robert Wentz T/A Bowen & Wentz Excavating

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

Credit Alliance Corporation

[Signature]  
(Signature of Secured Party)

Larry F Kimmel Asst. V.P.  
Type or Print Above Signature on Above Line

1850

512 428

CONDITONAL SALE CONTRACT NOTE

TO: of Recomp... FROM: Robert... 1400 J... 1417...

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 (1-10) with dollar amounts.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at...

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee...

being the above indicated Contract Price (hereinafter called the "time balance") in successive monthly installments, commencing on the 4th day of June 19 87...

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...

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...

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: May 1, 19 87. Accepted: [Signature] (SEAL). Robert... (SEAL). By: [Signature] (SEAL).

This instrument prepared by

Vertical text on the left margin: "and to assign the property if... conditions & title of the property is..."

INITIAL HERE



512 430

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each hereinafter 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 May 1, 1987

between State Equipment, Division of Secorp National, Inc. as Seller, Lessee, Mortgagee

and Robert Wentz T/A Bowen & Wentz Excavating 1417 Bayhead Road Annapolis, MD 21401 (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. It reserves a valid, free and clear, title lien 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 \$ 20,451.36 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 1st day of May 19 87

State Equipment, Division of Secorp National, Inc. (S.E.)

By [Signature]

(If corporation, print or type name, corporate name, state authorized office, mailing address, and attach corporate seal; if partnership, print or type exact firm name and have one of the partners sign.)

CA 15A

Mail 10! Mailed to Secured Party

512 431

267723

FINANCING STATEMENT FORM UC 71

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name: Todd D. Ludemann and Kelly A. Ludemann  
Address: 8 Marbury Rd., Severna Park, Md. 21146

2. SECURED PARTY

Name: First Commercial Corporation  
Address: 303 Second St., Annapolis, Md. 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1979 Wellcraft, Hull No. WELA0455M79A-300, with 1979 Mercruiser 370 hp gas engines, serial nos. P: 5127900 S: 5127897

RECORD FEE 12.00  
POSTAGE .50  
MAY 22 1987

Anchorage: Severna Park, Md.

ASSIGNEE: Society For Savings  
1290 Silas Deane Hwy.  
Watersfield, CT 06109

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

[Signature]  
(Signature of Debtor)

Todd D. Ludemann  
Type or Print Above Name on Above Line

[Signature]  
(Signature of Debtor)

Kelly A. Ludemann  
Type or Print Above Signature on Above Line

FIRST COMMERCIAL CORPORATION

[Signature]  
(Signature of Secured Party)

SUSAN B. Cunningham  
Type or Print Above Signature on Above Line

*Handwritten initials*

Anne Arndt  
4/27/87

FORM 512 USE 432

26772-1

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First and Address(es))	2. Secured Party(ies) Name(s) and Address(es)	3. <input type="checkbox"/> The Debtor is a transmitting utility.
Couch: Gary A, 430 Rt. 523 White Hse. Sta. N.J. 08889	OCEAN COUNTY NATIONAL BANK 815 ARNOLD AVENUE PT. PLEASANT BEACH, N.J. 08742	4. Filing Office: Date Time No. Filing Office

5. This Financing Statement covers the following types (or items) of property: 1967 Pacemaker Motor Yacht 44' Hull ID#349 1982 25' AQUA SPORT Outboard Twin 115 hp Johnson Hull#ASPZ2025M82B	6. Assignee(s) of Secured Party and Address(es) SEARCHED FEE 11.00 SERIALIZED .50 INDEXED .50 MAY 22 1987
---	---

7. <input type="checkbox"/> Products of the Collateral are also covered.	8. Describe Real Estate Here <input type="checkbox"/> This statement is to be indexed in the Real Estate Records.	9. Name of a Record Owner
--	---	---------------------------

No. & Sheet	Town or City	County	Section	Block	Lot
10. This statement is filed without the debtor's signature to perfect a security interest in collateral. (check appropriate box)					
<input checked="" type="checkbox"/> under a security agreement signed by debtor authorizing secured party to file this statement, or					
<input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or					
<input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor, or <input type="checkbox"/> as to which the filing has lapsed, or					
<input type="checkbox"/> already subject to a security interest in another jurisdiction					
<input type="checkbox"/> when the collateral was brought into the state, or <input type="checkbox"/> when the debtor's location was changed to this state					

Circuit Court Annapolis, Maryland	Ocean County National Bank
By _____ May 5, 1987 Signature(s) of Debtor(s)	By <u>Audrey Brodes</u> Signature(s) of Secured Party(ies)
(1) Filing Officer Copy-Numerical 15/82	Audrey Brodes, Asst. V.P. Approved by Secretary of State of New York

Mailed to Secured Party

512 433 267725

The FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. <del>XXXXXX</del> (Last Name First) and address(es) LESSEE: MARSHALL'S, INC. 30 Parvard Mill Square Wakefield, MA 01880		2. <del>XXXXXX</del> and address(es) LESSOR: Comdisco, Inc. 6600 Shafer Court Rosemont, IL 60018 SL 05484-03	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
--	--	---	--

4. This financing statement covers the following types (or items) of property:

Comdisco, Inc. is Lessor and MARSHALL'S, INC. is Lessee subject to the terms and conditions of the Master Lease Agreement dated April 5, 1987, Equipment Schedule No. CE-6 dated February 25, 1986, and Summary Equipment Schedule SL05484-03 for Period ending December 31, 1986 for the equipment listed on the attached equipment list.

This filing is for notice purposes only to evidence a true lease.

\*NOT SUBJECT TO RECORDATION TAX.

5. Assignee(s) of Secured Party and Address(es):

*W*

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, MD

MARSHALL'S, INC. COMDISCO, INC.

By *Robert H. Hensworth* By *Michael E. Cohen* mgr.

Signature(s) of Debtor(s) LESSEE Signature(s) of Secured Party Lessor Title

STANDARD FORM - FORM UCC-1.

FILING FEE \$ 21.00

Please Return To:

**Illinois Code Company** 

P.O. Box 2969  
Springfield, Illinois 62708

THANK YOU

↑

512 INT 434

SUMMARY EQUIPMENT SCHEDULE - Revised

SUMMARY EQUIPMENT SCHEDULE No. 18-SL05484-03 for Period ending December 31, 1986 to the Master Lease Agreement dated as of April 5, 1982 (the "Lease").

<p>LESSEE:</p> <p>MARSHALL'S, INC.</p> <p>Address for Notices:  <i>30 Harvard Mill Square</i>        83 Commerce Way        Woburn, MA 01888  <i>Woburn, MA 01888</i></p> <p>Attention:</p> <p>Cynthia Celata        617-721-3248</p>	<p>LESSOR:</p> <p>COMDISCO, INC.</p> <p>Address for Notices:</p> <p>6400 Shafer Court        Rosemont, Illinois 60018</p> <p>Attention:</p> <p>Capital Equipment Finance        Processing Center        312-698-3000</p>	<p>PAYING AGENT:</p> <p>FIRST SECURITY BANK        OF UTAH, N.A.</p> <p>Address for Remittances:</p> <p>P.O. Box 31822        Salt Lake City, UT 84131</p> <p>Attention:</p> <p>Remittance Processing        Center</p>
---	---	---

1. EQUIPMENT: As set forth in the attached Acceptance Certificates which are a part hereof (No. of Acceptance Certificates: 8)
2. INITIAL TERM START DATE: January 1, 1987
3. INITIAL TERM: 57 Months
4. TOTAL LESSOR'S COST: \$669,202.26
5. QUARTERLY RENT: \$40,761.11 (6.091% of Lessor's Cost)  
(Applicable Lease Rate Factor)
6. LESSEE REPRESENTATIONS: The Lessee hereby represents and warrants that:
  - (a) It has accepted all items of Equipment listed on the attached Acceptance Certificates as of the date set forth therein.
  - (b) No Event of Default or event which with the giving of notice or lapse of time, or both, would become an Event of Default has occurred or is continuing.
  - (c) It hereby reaffirms the representations of Section 8(a), (b), and (c) of the Master Lease Agreement.

10/1/87



BOOK 512 PAGE 435

7. SPECIAL TERMS: The following amendments/corrections have been incorporated into this Summary Equipment Schedule:

- (a) Due to the elimination of Investment Tax Credit, the ITC section on Page 1 of Capital Equipment Schedule CE-6 has been amended from ITC "Lessee" to "N/A".
- (b) Pursuant to the terms of Rider No. 2, Section 2c, the Lease Rate Factor has been amended from 6.416% to 6.091%. Therefore, your Quarterly Rent will be \$40,761.11.

This Summary Equipment Schedule is issued pursuant to the Master Lease identified above. All of the terms, conditions, representations and warranties of the Master Lease are hereby incorporated herein and made a part hereof as if they were expressly set forth in the Summary Equipment Schedule and this Summary Equipment Schedule constitutes a separate lease with respect to the Equipment described herein.

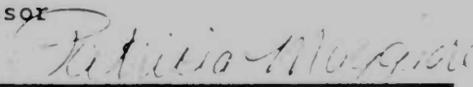
MARSHALL'S, INC.

COMDISCO, INC.

as Lessee

as Lessor

By: 

By: 

Title: V.P. TREASURER

Title: Patricia Maggiore  
Assistant Manager

Date: JAN 20 1987

Date: JAN 16 1987

30-000039

DELIVERED TO

MARSHALLS #219  
152 JENNIFER ROAD  
ANNAPOLIS PLAZA  
ANNAPOLIS

MD 21401

BILL TO

COMDISCO  
C/O MARSHALLS  
PO BOX 1000-50  
WAKEFIELD

MA 01880

DEC 17 1986

**NCR**

PAGE INVOICE

Invoice Number	Invoice Date	Customer Number
1001300556	DEC. 5, 86	14674911
NCR Reference Number	Order Number	
9349-9256-05-9216-0056	13605585	
Instal. Date	Customer Order Date	
NOV. 24, 86	DEC. 20, 86	
Customer Purchase Order Number		
23447		

RD 12/16/86

CASH SALE

Qty	Description/Serial Number	Amount
1	2152-2803-1090 TERMINAL 17340091	210.00
1	2152-0002-0000 ON-LINE TERMINAL GROUP	2,895.00
1	2152-K200-0000 KIT; GENERAL PERIPHERAL PORT	155.00
1	2189-2010-9090 DSAMER; 3 1/2L 17331305	
1	2191-0101-0000 PRINTER; 40 COL JOURNAL W/LOCK	425.00
1	2192-0302-0000 PRINTER; RECEIPT 40 COLUMN	425.00
1	2193-0401-0000 PRINTER; SLIP 40 COLUMN	525.00
1	2299-0101-0000 SK; STORES 1 TERMINAL	200.00
	ONE TIME LICENSE	200.00
	MARYLAND STATE TAX 5.000%	241.75
	DISTRIBUTION CHARGE	155.49
	TOTAL	5,265.24
	TERMS: NET PAYMENT DUE UPON RECEIPT OF INVOICE - BALANCE DUE	5,265.24

**A/P EXPENSE INVOICE APPROVAL**

Amnt. to be paid \$ 5,265.24  
 Account # 88010713  
 Auth. Sign. Patricia Wright  
 Date 12/17/86

GRAND TOTAL \$ 5,265.24  
 (Less Tax) \$ (241.75)  
 Net Amt. \$ 5,023.49  
 DEC 10 1986  
 143858332 - A. Collins  
 60673 E.

INVOICE AMOUNTS NOT PAID WITHIN THIRTY (30) DAYS OF THE INVOICE DATE WILL BE SUBJECT TO SERVICE CHARGES COMPUTED FROM THE INVOICE DATE OR DUE DATE WHICHEVER IS LATER AT TWO POINTS OVER PRIME RATE OR UP TO THE MAXIMUM ALLOWED BY LAW WHICHEVER IS LESS

RETAIN THIS PORTION FOR YOUR RECORD

COMDISCO

9349-9256-05-9216-0056

**NCR**

MAIL PAYMENT TO

NCR CORPORATION  
PO BOX 70083  
CHICAGO

IL 60673

DIRECT INQUIRIES TO:  
NCR CORPORATION  
2300 EDWIN C MOSES BLVD  
SUITE 210  
DAYTON OH 45408  
513-444-7934

RECEIVED--CEP

29 DEC 86 9:56

14674911

1001300556

0000000000

00000526524

30-000040

DELIVERED TO

MARSHALLS #052  
1201 TOWNSON MARKETPLACE  
TOWNSON MD 21204

BILL TO

COMDISCO  
C/O MARSHALLS  
PO BOX 1000-50  
WAKEFIELD MA 01880

**NCR**

PAGE  
INVOICE

Invoice Number	Invoice Date	Customer Number
1503837173	DEC. 5, 86	14874911
NCR Reference Number	Order Number	
9349-9256-05-9216-0043	13566503	
Install Date	Customer Order Date	
NOV. 25, 86	NOV. 10, 86	
Customer Purchase Order Number		
23447		

*Rd 12/16/86*

DEC 17 1986

CASH SALE

Qty	Description/Serial Number	Amount
1	2152-2803-1090 TERMINAL	210.00
1	2152-0002-0000 ON-LINE TERMINAL GROUP	2,895.00
1	2152-R200-0000 KIT; GENERAL PERIPHERAL PORT	155.00
1	2189-2010-9090 DRAWER; 3 1/2L	
1	2191-0101-0000 PRINTER; 40 COL JOURNAL W/LDCK	425.00
1	2192-0302-0000 PRINTER; RECEIPT 40 COLUMN	425.00
1	2193-0401-0000 PRINTER; SLIP 40 COLUMN	525.00
1	3289-0101-0000 S4; STOKES I TERMINAL	200.00
	ONE TIME LICENSE	110.85
	DISTRIBUTION CHARGE	TOTAL
		4,945.85
		4,945.85

TERMS: NET PAYMENT DUE UPON RECEIPT OF INVOICE - BALANCE DUE

**A/P EXPENSE  
INVOICE APPROVAL**

Amt. to be paid \$ 84945.85  
 Account # 88010713  
 Auth. Sign. *Patricia Wright*  
 Date 12/17/86  
*Marcel V. Robinson*

DEC 10 1986

143858332

60673

**INVOICE APPROVAL**

INVOICE AMOUNTS NOT PAID WITHIN THIRTY (30) DAYS OF THE INVOICE DATE WILL BE SUBJECT TO SERVICE CHARGES COMPUTED FROM THE INVOICE DATE OR DUE DATE, WHICHEVER IS LATER, AT TWO POINTS OVER PRIME RATE OR UP TO THE MAXIMUM ALLOWED BY LAW, WHICHEVER IS LESS.

RETAIN THIS PORTION FOR YOUR RECORD

4,945.85

COMDISCO

9349-9256-05-9216-0043

RETURN WITH PAYMENT

(Less Tax) \$ N/A  
 Net Amt. \$ 4,945.85  
 Auth. Sign. *C. C. ...*  
 Date 12/22/86

**NCR**

MAIL PAYMENT TO

NCR CORPORATION  
PO BOX 70083  
CHICAGO IL 60673

RECEIVED--CEP

DIRECT INQUIRIES TO:  
 NCR CORPORATION  
 2300 EDWIN C MOSES BLVD  
 SUITE 210  
 DAYTON OH 45403  
 513-449-7934

29 DEC 86 9:56

14874911 1503837173 0000000000 0000494585

512  
RELEASE 138

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, AL YOVIENE, the Secured Party in the Financing Statement filed in the Records of Anne Arundel County at BOOK 503 PAGE 53 on September 18, 1986, also known as the LENDER in the BUSINESS LOAN SECURITY AGREEMENT for "RUSS'S VIDEO ENTERTAINMENT" dated August 25, 1986, in consideration of One Dollar in hand paid, does hereby release unto Debtor, Russell V. Knight, the property described in the said Financing Statement and attachments, and the same is hereby fully released and discharged from the effect and operation of said Financing Statement, the Notes secured thereby having been paid and satisfied in full.

WITNESS my hand and seal, this 19 day of

May, 1987.

RECORD FEE 10.00  
NOTARY FEE .50  
#11-156 0771 ROL 109:02  
MAY 26 87

we

Al Yoviene  
AL YOVIENE

STATE OF MARYLAND :  
COUNTY OF : ss;

On this 19 day of May, 1987, before me, the undersigned officer, in and fore the State and county aforesaid, personally appeared AL YOVIENE, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires: 7/1/90

10-50

After reading mail - C. P. Zarchin  
442 Poplar LA  
Annapolis Md 21403

Mail to

267739

FINANCING STATEMENT

(X) Not Subject to Recordation Tax  
( ) Subject to Recordation Tax  
( ) To be Recorded in Land Records  
(For fixtures only)

Principal amount is \$ 1770.00

Name of Debtor(s) Address  
Thomas J. Abel 7612 3rd Street  
Pasadena, MD 21122

Secured Party Address  
Bill's Marine Service Star Route 1 Box 141  
Oakland, MD 21550

Assignee of Security Interest Address  
First United National Bank & Trust 19 S. Second St.  
Oakland, Md 21550

RECORDED FEE 11.00  
SERIALIZED 677 MAY 26 1987

1. This Financing Statement covers the following types (or items) of property (the collateral):

1986 Polaris Snowmobile New 1332117

2. The collateral property is affixed or to be affixed to the following real estate:

3. ( ) Proceeds:  
of the collateral are also specifically covered.  
( ) Products:

Debtor(s) Secured Party (or Assignee)  
FIRST UNITED NATIONAL BANK & TRUST  
By *[Signature]* AUP  
Thomas J. Abel Cashier  
(Type or print names under signatures)

ASSIGNED

Mailed to Secured Party

512 440

267740

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
don't indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded  
in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name N. Greenwald, Inc.

Address 2411 Crofton Lane Crofton, MD 21114

2. SECURED PARTY

Name John C. Louis, Inc.

Address 1805 Cherry Hill Rd. Baltimore, MD 21202

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 17.00  
POSTAGE .50  
#14175 CTTT R01 T10\*17  
MAY 26 87  
we

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"ALL GOODS, CHATTEL, 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)

N. Greenwald, 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

Credit Alliance Corporation

[Signature]  
(Signature of Secured Party)

Larry F Kimmel Asst. V.P.

\_\_\_\_\_  
Type or Print Above Signature on Above Line

17/00

512 441

CREDIT ALLIANCE CORPORATION

CONDITIONAL SALE CONTRACT NOTE

TO: John C. Louis, Inc.

FROM: N. Greenwald, Inc.

1805 Cherry Hill Rd. Baltimore, MD 21202

2411 Crofton Lane Crofton, MD 21114

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 Power curber Model 5700 Curb Machine, S/N 570287084

(1) TIME SALES PRICE \$ 75,060.40

(2) Less DOWN PAYMENT IN CASH \$ -0-

(3) Less DOWN PAYMENT IN GOODS (Trade in Allowance) \$ 16,000.00

(4) CONTRACT PRICE (Time Balance) \$ 59,060.40

\*except that there shall be no payments made during the months of March and April of the years 1988, 1989, and 1990.

The property purchased shall remain personally and not become part of any realty and shall be located and kept for use at: 2411 Crofton Lane Crofton, MD 21114

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 nine thousand sixty and 40/100

Dollars (\$ 59,060.40)

being the above indicated Contract Price (hereinafter called the "time balance") in 40 monthly installments, commencing on the 30th day of May, 1987, and continuing on the same date each month thereafter until paid; the first 39 installments each being in the amount of \$ 1,476.51 and the final installment being in the amount of \$ 1,476.51

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, to amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder, and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKER(S):

Date: April 29, 1987

Accepted John C. Louis, Inc. (SEAL)

N. Greenwald, Inc. (SEAL)

By: [Signature]

By: [Signature]

Co-Buyer-Maker:

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By:

This instrument prepared by

CAL 2X1(1-75)

(See Instructions on Reverse Side of Last Page)

© 1975 CREDIT ALLIANCE CORPORATION

9

**TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)**

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTORS-ENDORSERS SIGN HERE:**

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.) _____		_____ (L.S.) _____
(Guarantor-Endorser)		(Guarantor-Endorser)
_____ (L.S.) _____		_____ (L.S.) _____
(Guarantor-Endorser)		(Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, moneys, 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)
_____ (Witness)		By: _____ (Signature, Title of Officer, "Partner" or "Proprietor")



Anne Arundel County, MD

~~Virginia~~

208737

512 444

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - UCC-1

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

The name and address of Debtor is:

General Battery Corporation  
645 Penn Street  
Reading, Pennsylvania 19603

The name and address of Secured Party is:

Citicorp Industrial Credit, Inc., as Agent  
725 South Figueroa Street  
Los Angeles, California 90017  
Attn: Susan J. Swerdloff

This FINANCING STATEMENT covers the following types or items of property:

RECORD FEE 21.00  
POSTAGE .50

All of Debtor's assets, whether now owned or hereafter acquired by Debtor and wheresoever located, including, without limitation, all of Debtor's right, title and interest in and to:

#14253 CTTT 801 711#29

MAY 26 87

(a) all present and future rights of Debtor to payment for goods sold or leased or for services rendered (which are not evidenced by instruments or chattel paper), whether now existing or hereafter arising and wherever located, and whether or not they have been earned by performance, and all other accounts of Debtor now owned or hereafter acquired;

we

(b) all goods, now owned or hereafter acquired by Debtor (wherever located, whether in the possession of Debtor or of a bailee or other person for sale, storage, transit, processing, use or otherwise and whether consisting of whole goods, spare parts, components, supplies or materials), which are held for sale or lease or to be furnished (or which have been furnished) under any contract of service or which are raw materials, work in process or supplies, and all materials used or consumed in Debtor's business, and shall include such property the sale or other disposition of which has given

*Handwritten initials/signature*

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - UCC-1

GENERAL BATTERY CORPORATION  
as Debtor  
CITICORP INDUSTRIAL CREDIT, INC., AS AGENT  
as Secured Party

continued.

rise to Accounts and which has been returned to or repossessed or stopped in transit by Debtor, and all other inventory of Debtor now owned or hereafter acquired;

(c) all rights, interests, choses in action, causes of action and all other intangible personal property of Debtor of every kind and nature now owned or hereafter acquired by Debtor, including, without limitation, corporate or other business records, loans and other obligations receivable, inventions, designs, patents, patent applications, service marks, trademarks, trade names, trade secrets, goodwill, registrations, copyrights, license rights, franchises, customer lists, customer and supplier contracts, firm sale orders, other contracts and contract rights, tax refund claims, deposit accounts (general or special) with and all credits and claims against, any financial institution, rights and claims against carriers and shippers, rights to indemnification, proceeds of insurance of which Debtor is beneficiary, and any letter of credit, guaranty, security interest, collateral assignment, deed of trust or mortgage or any other encumbrance upon or charge against or interest in property to secure payment of a debt or performance of an obligation held by or granted to Debtor to secure payment of any obligation owing by any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party, or government to Debtor, and the like, however, and wherever arising;

(d) all machinery, all manufacturing, distribution, selling, data processing and office equipment, all furniture, fixtures and trade fixtures, tools, tooling, molds, dies, trucks and other vehicles, vessels, aircraft and all other goods, in each case whether now owned or hereafter acquired by Debtor and wherever located, and all accessions and additions thereto, parts and appurtenances thereof, substitutions therefore and replacements thereof, and all other equipment and fixtures of Debtor now owned or hereafter acquired;

512-446

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - UCC-1

GENERAL BATTERY CORPORATION  
as Debtor  
CITICORP INDUSTRIAL CREDIT, INC., AS AGENT  
as Secured Party

continued.

(e) all improvements, gas, oil, minerals, easements, fixtures and appurtenances of every nature whatsoever located in or on, or attached to, the real property described on Exhibit "A" hereto and made a part hereof for all purposes (the "Real Property"), or any improvements thereon and all other rights and privileges thereunto belonging or appertaining and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or of any of the foregoing;

(f) all notes, drafts, letters of credit, debt and equity securities, whether or not certificated, warrants, options, puts and calls and other rights to acquire or otherwise relating to equity securities and other instruments of any nature whatsoever;

(g) all chattel paper and all bills of lading, warehouse receipts and other documents of title;

(h) all judgments, insurance proceeds, awards of damages and settlements which may result from any damage to the Real Property or any part thereof or to any rights appurtenant thereto, or which may result from condemnation proceedings or the taking of the Real Property or any part thereof under the power of eminent domain, and all proceeds of any sales or dispositions of the Real Property or any part thereof;

(i) all the rents, issues and profits of the Real Property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advance rent, for security or as earnest money or as down payment for the purchase of all or any part of the Real Property) under any and all present and future leases, contracts or

512 447

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - UCC-1

GENERAL BATTERY CORPORATION  
as Debtor  
CITICORP INDUSTRIAL CREDIT, INC., AS AGENT  
as Secured Party

continued.

other agreements relative to the ownership or occupancy of all or any portion of the Real Property and does hereby transfer and assign to Secured Party all such leases and agreements (including all of Debtor's rights under any contracts for the sale of any portion of the Real Property);

(j) all books and records relating to any of the foregoing;

(k) all accessions and additions to, substitutions for and replacements, products and proceeds of any of the foregoing collateral; and

(l) all proceeds of any and all of the foregoing collateral (including, without limitation, proceeds that constitute property of the types described in clauses (a) through (k) above) and, to the extent not otherwise included, (i) all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing collateral, and (ii) all cash or money, wherever located.

Products of collateral are also covered.

GENERAL BATTERY CORPORATION

By: [Signature] SAMUEL FRIED  
Title: [Signature]

FORM 512 12-1-44

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - UCC-1

GENERAL BATTERY CORPORATION  
as Debtor  
CITICORP INDUSTRIAL CREDIT, INC., AS AGENT  
as Secured Party

EXHIBIT "A"

None.

*Mailed to Citicorp Industrial Credit*

512 449

267741

FINANCING STATEMENT  
CONSIGNMENT FILING

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>
Mr. Mattress Co.		(See Attached)		

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
AW Industries	8415	Ardmore Rd.,	Landover,	MD

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 mattresses and boxsprings delivered hereafter by Consignor to Consignee shall be on a consignment basis. This Consignment Filing covers such consigned merchandise and is specifically intended to protect the ownership and rights of the Consignor. This security interest applies only to the consigned property.

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.

consignment

- 4.  Proceeds of ~~collateral~~ <sup>consignment</sup> are also covered:  Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying ~~secured~~ <sup>consignment</sup> transaction(s) being publicized by this Financing Statement ~~is not~~ <sup>is</sup> subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. ~~IF APPLICABLE, THE APPLICABLE ARTICLE OF THE CODE IS~~

Debtor(s) or assignor(s)

Mr. Mattress Co.

*[Signature]*  
Gale D. WILLISON

(Type or print name under signature)

AW Industries, Inc.

*[Signature]*  
Stuart Bannett, Exec. V.P.

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

RECORD FEE 11.00  
 POSTAGE 1.50  
 MAY 18 1977  
 579

Mail back to:  
 Inprosect Inc  
 Long Reach Village Ctr # 227  
 8775 Cloud Leaf Court  
 Columbia, md 21045

11750

800 512 4450

ATTACHMENT

Mr. Mattress Co.  
6400 Baltimore National Pike (Balt. County)  
Baltimore, MD 21228

714 York Road (Balt. County)  
Towson, MD 21204

8116 Ritchie Hwy. (Anne Arundel County)  
Pasadena, MD 21122



512 452

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 \_\_\_\_\_

NAME 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. 4/29/85  
484, 582, 256456  
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

Credit Alliance Corporation  
P. O. Box ~~1953~~ 1680  
~~XXXXXXXXXXXXXXXXXXXX~~ 500 Digiulian Blvd  
Glen Burnie, MD 21061

Name & address of Assignee

STAMP FEE 10.00  
POSTAGE .50  
MAY 26 87  
CK

Date of maturity if less than five years

Check if proceeds of collateral are covered ( )

Description of collateral covered by original financing statement

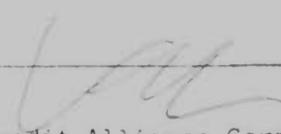
Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

PARTIAL RELEASE OF THE FOLLOWING COLLATERAL ONLY:  
One Komatsu Model D37P Crawler Tractor SN/1036  
One Blaw Knox Model PF180H Paver SN/18018-25

The Secured Party retains a security interest in all other machinery, inventory, equipment and goods as described in original financing statement.

Describe Real Estate if applicable

Signature of Debtor if applicable (Date)

  
Credit Alliance Corporation

Signature of Secured Party if applicable (Date)

512 B-453

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

ANNE ARUNDEL COUNTY

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. 4/30/85  
485,51,256553

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

Credit Alliance Corporation  
P. O. Box ~~1055X~~ 1680  
~~XXXXXXXXXXXXXXXXXXXX~~ 500 Digiulian Blvd  
Glen Burnie, MD 21061

Name & address of Assignee

RECORD FEE 10.00  
NOTICE .50  
#14307 0040 001 713:49  
MAY 26 87  
OK

Date of maturity if less than five years

Check if proceeds of collateral are covered ( )

Description of collateral covered by original financing statement

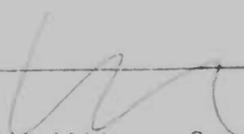
Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

PARTIAL RELEASE OF THE FOLLOWING COLLATERAL ONLY:  
One Komatsu Model D37P Crawler Tractor SN/1036  
One Blaw Knox Model PF180H Paver SN/18018-25

The Secured Party retains a security interest in all other machinery, inventory, equipment and goods as described in original financing statement.

Describe Real Estate if applicable

Signature of Debtor if applicable (Date)

  
Credit Alliance Corporation

Signature of Secured Party if applicable (Date)

512 451

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

ANNE ARUNDEL COUNTY

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.

4/29/85  
484,586, 256457

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

Credit Alliance Corporation  
P. O. Box ~~1958~~ 1680  
~~XXXXXXXXXXXXXXXXXXXX~~ 500 Digiulian Blvd  
Glen Burnie, MD 21061

Name & address of Assignee

RECORD FEE 10.00  
STAMP .50  
MAY 26 87  
CK

Date of maturity if less than five years

Check if proceeds of collateral are covered ( )

Description of collateral covered by original financing statement

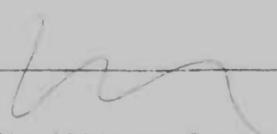
Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

PARTIAL RELEASE OF THE FOLLOWING COLLATERAL ONLY:  
One Komatsu Model D37P Crawler Tractor SN/1036  
One Blaw Knox Model PF180H Paver SN/18018-25

The Secured Party retains a security interest in all other machinery, inventory, equipment and goods as described in original financing statement.

Describe Real Estate if applicable

Signature of Debtor if applicable (Date)

  
Credit Alliance Corporation

Signature of Debtor if applicable (Date)

Signature of Secured Party if applicable (Date)



512 455

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

ANNE ARUNDEL COUNTY

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. 5/1/85  
485,152,256738

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.  <input type="checkbox"/> ORIGINAL FINANCING STATEMENT <input type="checkbox"/> CONTINUATION - ORIGINAL STILL EFFECTIVE <input type="checkbox"/> AMENDMENT <input type="checkbox"/> ASSIGNMENT <input checked="" type="checkbox"/> PARTIAL RELEASE OF COLLATERAL <input type="checkbox"/> TERMINATION
--	--

Name & address of Secured Party Credit Alliance Corporation P. O. Box <del>1680</del> 1680 <del>XXXXXXXXXXXXXXXXXXXX</del> 500 Digiulian Blvd Glen Burnie, MD 21061	Name & address of Assignee   <div style="text-align: right;">           RECORD FEE 10.00            SERVICE .50            MAY 26 1987            CK         </div>
---	--

Date of maturity if less than five years	Check if proceeds of collateral are covered ( )
--	---

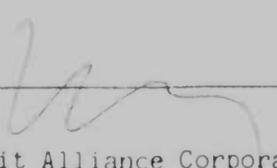
Description of collateral covered by original financing statement

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

PARTIAL RELEASE OF THE FOLLOWING COLLATERAL ONLY:  
One Komatsu Model D37P Crawler Tractor SN/1036  
One Blaw Knox Model PF180H Paver SN/18018-25

The Secured Party retains a security interest in all other machinery, inventory, equipment and goods as described in original financing statement.

Describe Real Estate if applicable

Signature of Debtor if applicable (Date)	 Credit Alliance Corporation
Signature of Debtor if applicable (Date)	Signature of Secured Party if applicable (Date)

512 458

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

ANNE ARUNDEL COUNTY

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. 4/30/85 485,102,256583

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.  <input type="checkbox"/> ORIGINAL FINANCING STATEMENT <input type="checkbox"/> CONTINUATION - ORIGINAL STILL EFFECTIVE <input type="checkbox"/> AMENDMENT <input type="checkbox"/> ASSIGNMENT <input checked="" type="checkbox"/> PARTIAL RELEASE OF COLLATERAL <input type="checkbox"/> TERMINATION
--	--

Name & address of Secured Party Credit Alliance Corporation P. O. Box <del>1955X</del> 1680 <del>XXXXXXXXXXXXXXXXXXXX</del> 500 Digiulian Blvd Glen Burnie, MD 21061	Name & address of Assignee   <div style="text-align: right;">           RECORDED FEE 10.00            SERVICE .50            MAY 26 1987            CK         </div>
--	--

Date of maturity if less than five years	Check if proceeds of collateral are covered ( )
--	---

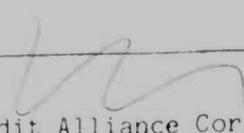
Description of collateral covered by original financing statement

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

PARTIAL RELEASE OF THE FOLLOWING COLLATERAL ONLY:  
 One Komatsu Model D37P Crawler Tractor SN/1036  
 One Blaw Knox Model PF180H Paver SN/18018-25

The Secured Party retains a security interest in all other machinery, inventory, equipment and goods as described in original financing statement.

Describe Real Estate if applicable:

Signature of Debtor if applicable (Date)	 Credit Alliance Corporation Signature of Secured Party if applicable (Date)
--	---

512 457

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

ANNE ARUNDEL COUNTY

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. 4/30/85  
485,81, 256581

Index numbers of subsequent statements (For office use only)

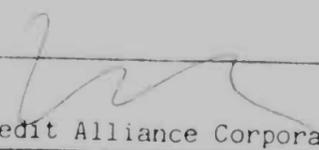
Name & mailing address of all debtors, trade styles, etc No other name will be indexed.  Cunningham Paving Company, Inc. 1073 St. Stevens Church Road Crownsville, MD 21032	Check the box indicating the kind of statement. Check only one box.  <input type="checkbox"/> ORIGINAL FINANCING STATEMENT <input type="checkbox"/> CONTINUATION - ORIGINAL STILL EFFECTIVE <input type="checkbox"/> AMENDMENT <input type="checkbox"/> ASSIGNMENT <input checked="" type="checkbox"/> PARTIAL RELEASE OF COLLATERAL <input type="checkbox"/> TERMINATION
Name & address of Secured Party Credit Alliance Corporation P. O. Box <del>1680</del> 1680 <del>XXXXXXXXXXXXXXXXXXXX</del> 500 Digiulian Blvd Glen Burnie, MD 21061	Name & address of Assignee   <div style="text-align: right;">           RECORD FEE 10.00            SERVICE .50            MAY 26 87            CK         </div>
Date of maturity if less than five years	Check if proceeds of collateral are covered ( )
Description of collateral covered by original financing statement	

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

PARTIAL RELEASE OF THE FOLLOWING COLLATERAL ONLY:  
One Komatsu Model D37P Crawler Tractor SN/1036  
One Blaw Knox Model PF180H Paver SN/18018-25

The Secured Party retains a security interest in all other machinery, inventory, equipment and goods as described in original financing statement.

Describe Real Estate if applicable:

Signature of Debtor if applicable (Date)	 Credit Alliance Corporation
Signature of Debtor if applicable (Date)	Signature of Secured Party if applicable (Date)

512 458

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

ANNE ARUNDEL COUNTY

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. 10/29/85 484,578,256454

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

Credit Alliance Corporation P. O. Box 1680 500 Digiulian Blvd Glen Burnie, MD 21061

Name & address of Assignee

RECORDED FEE 10.00
SERIAL 50
MAY 26 87

Date of maturity if less than five years

Check if proceeds of collateral are covered ( )

Description of collateral covered by original financing statement

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

PARTIAL RELEASE OF THE FOLLOWING COLLATERAL ONLY: One Komatsu Model D37P Crawler Tractor SN/1036 One Blaw Knox Model PF180H Paver SN/18018-25

The Secured Party retains a security interest in all other machinery, inventory, equipment and goods as described in original financing statement.

Describe Real Estate if applicable.

Signature of Debtor if applicable (Date)

Credit Alliance Corporation

Signature of Secured Party if applicable (Date)

27

512 459

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

ANNE ARUNDEL COUNTY

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.

4/30/85  
485,98,256582

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

Credit Alliance Corporation  
P. O. Box ~~1058~~ 1680  
~~XXXXXXXXXXXXXXXXXXXX~~ 500 Digiulian Blvd  
Glen Burnie, MD 21061

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered ( )

Description of collateral covered by original financing statement

RECORD FEE 10.00  
POSTAGE .50  
ANNE ARUNDEL COUNTY 713-52  
MAY 26 87  
CK

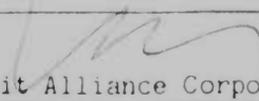
Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

PARTIAL RELEASE OF THE FOLLOWING COLLATERAL ONLY:  
One Komatsu Model D37P Crawler Tractor SN/1036  
One Blaw Knox Model PF180H Paver SN/18018-25

The Secured Party retains a security interest in all other machinery, inventory, equipment and goods as described in original financing statement.

Describe Real Estate if applicable

\_\_\_\_\_  
Signature of Debtor if applicable (Date)

  
Credit Alliance Corporation  
Signature of Secured Party if applicable (Date)



512 450

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

ANNE ARUNDEL COUNTY

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

4/30/85  
485,106,256584

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

Credit Alliance Corporation  
P. O. Box 1680  
~~XXXXXXXXXXXXXXXXXXXX~~ 500 Digiulian Blvd  
Glen Burnie, MD 21061

Name & address of Assignee

RECORDED FEE 10.00  
STAMP .50  
MAY 26 87  
CK

Date of maturity if less than five years

Check if proceeds of collateral are covered ( )

Description of collateral covered by original financing statement

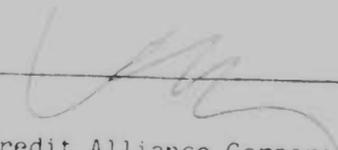
Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

PARTIAL RELEASE OF THE FOLLOWING COLLATERAL ONLY:  
One Komatsu Model D37P Crawler Tractor SN/1036  
One Blaw Knox Model PF180H Paver SN/18018-25

The Secured Party retains a security interest in all other machinery, inventory, equipment and goods as described in original financing statement.

Describe Real Estate if applicable

\_\_\_\_\_  
Signature of Debtor if applicable (Date)

  
Credit Alliance Corporation

\_\_\_\_\_  
Signature of Secured Party if applicable (Date)

512 461

267751

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)  
Bud Harding Contracting, Inc.  
P.O. Box 123  
Lothian MD 20711

(2) Secured Party(ies) (Name(s) and Address(es))  
Alban Tractor Co., Inc.  
P.O. Box 9595  
Baltimore, MD 21237

M-31345-1

(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

RECORD FEE 11.00  
MAY 26 87  
POSTAGE .50  
MAY 26 87

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Model #225 Excavator S/N 2ZD00579

NOT SUBJECT TO RECORDATION TAX

(A.A. CO)

Products of the Collateral Are Also Covered.

(6) Signatures Debtor(s)

Bud Harding Contracting, Inc.

(By) *[Signature]*  
Standard Form Approved by N.C. Sec. of State and other states shown above.

Edward C. Harding, Pres.

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

512 462

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 352081

RECORDED IN LIBER 474 FOLIO 448 ON JUNE 14, 1981 (DATE)

1. DEBTOR

Name RICHARD D. KLEIN AND ALECIA KLEIN  
Address 302 WEST ST. ANNAPOLIS, MD 21407

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING, INC.  
Address 248 DEFENSE ST., ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION</u> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORDED FEE 10.00  
STAMPAGE .50  
214,325 0040 801 T14:05  
MAY 26 87  
WE

Mailed to Secured Party

Dated MAY 07, 1987

E.L. Connell  
(Signature of Secured Party)

E.L. CONNELL  
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 75 B15

RECORDED IN LIBER 475 FOLIO 210 ON MAY 11, 1984 (DATE)

1. DEBTOR

Name KATHLEEN M. JONES  
Address 2110 CALLAHAN LANE, ANNAPOLIS, MD 21401

2. SECURED PARTY

Name NORTHWEST FINANCIAL MARYLAND, INC.  
Address 48 DEFENSE ST, ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORDED FEE 10.00  
MAY 26 1984  
WE

Dated MAY 07, 1987

E.L. Connell  
(Signature of Secured Party)

E.L. CONNELL  
Type or Print Above Name on Above Line

512 404

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257094

RECORDED IN LIBER 475 FOLIO 550 ON MAY 10, 1984 (DATE)

1. DEBTOR

Name SHIRLEY A. DENNIS  
Address 1150 RIVER BOAT CT., ANNAPOLIS, MD 21401

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND, INC.  
Address 748 DEFENSE ST., ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

SEARCH FEE 10.00  
STAMPAGE .50  
MAY 26 87  
we

Dated MAY 07, 1987

Mailed to Secured Party  
E.L. Connell  
(Signature of Secured Party)

E.L. CONNELL  
Type or Print Above Name on Above Line

512 455

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253293

RECORDED IN LIBER 476 FOLIO 354 ON MAY 10, 1984 (DATE)

1. DEBTOR

Name THOMAS SIMMONS

Address 1283 GRAFF CT., APT. 2B, ANNAPOLIS, MD 21403

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING, INC.

Address 24R DEFENSE ST., ANNAPOLIS, MD 21401

REGISTRATION FEE 10.00  
STAMP .50

4333 040 801 714#13  
MAY 26 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><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>

Mailed to Secured Party

Dated MAY 07, 1987

E.L. Connell  
(Signature of Secured Party)

E.L. CONNELL  
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247281

RECORDED IN LIBER 476 FOLIO 752 ON JULY 06, 1984 (DATE)

1. DEBTOR

Name EUGENE N. ALLEN AND SHIRLEY ALLEN

Address 1225 CREEK DRIVE, ANNAPOLIS, MD 21403

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING, INC.

Address 24B DEFENSE ST., ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any): \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input checked="" type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00  
STAMP .50  
MAY 26 1987  
MAY 26 1987  
We

Mailed to Secured Party

Dated MAY 07, 1987

E.L. Connell  
(Signature of Secured Party)

E.L. CONNELL  
Type or Print Above Name on Above Line

**INSTRUCTIONS**

1. Remove Secured Party and Debtor copies and send other 4 copies with interleaved carbon paper to the Secretary of the State. Enclose filing fee.
2. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of four copies of Form UCC-1. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Do not attach to UCC-1 form.
3. If collateral covers timber, minerals including oil and gas or accounts financed at the wellhead or minehead, this financial statement shall show that it covers this type of collateral, shall recite that it is to be filed in the real estate records and the financing statement shall contain a description of the real estate.
4. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of UCC-1 forms, without extra fee. Do not attach to UCC-1 form.
5. At the time of original filing, filing officer will return third copy as an acknowledgement. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This Financing Statement is filed with Office of the Secretary of the State, Uniform Commercial Code Div., 30 Trinity St., Hartford, Conn. 06106

NAME AND ADDRESS OF DEBTOR (Or Assignor) Newton Siegel 14230 Kinderhook Dr. Chesterfield, MD, 63017	NAME AND ADDRESS OF SECURED PARTY (Or Assignee) Colonial Gold Limited Partnership 65 Kane Street P.O. Box 1456 West Hartford, CT 06119	FOR FILING OFFICER (Date, Time, Number) <i>1100</i>
---	---	---

1. This financing statement covers the following types (or items) of property (Describe):

PER EXHIBIT A

Not Subject to Recordation Tax

RECORD FEE 11.00  
 POSTAGE .50  
 JUN 26 10 40 AM '87  
 MAY 26 87  
*we*

2. If collateral is crops, the above described crops are growing or are to be grown on (describe real estate above or on a separate sheet).
3. If applicable, the above goods are to become fixtures on (describe real estate above or on a separate sheet) and filing statement is to be filed for record in the real estate records.
4.  If debtor does not have an interest of record, the name of the owner is *[REDACTED]*
4.  If products of collateral are claimed, products of collateral are also covered.

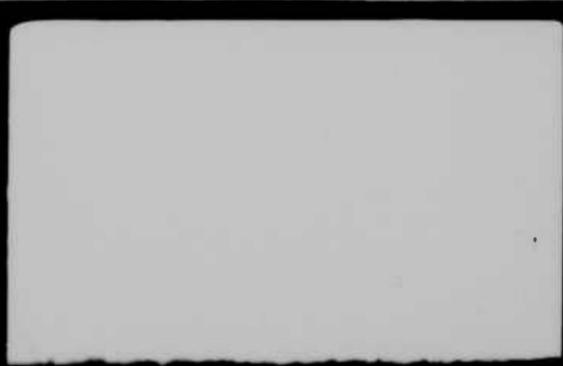
Number of additional sheets presented: \_\_\_\_\_  Debtor is a transmitting utility as defined in 42a-9-402 Conn. General Statutes

WHICHEVER IS APPLICABLE	Signature of Debtor (Or Assignor) <i>Newton Siegel</i>	Signature of Secured Party (Or Assignee) <i>[Signature]</i>
-------------------------	---	--

- (1) Filing Officer Copy - Alphabetical  
 STANDARD FORM - UNIFORM COMMERCIAL CODE (FORM UCC-1)
- (4) Secured Party Copy ORIGINATOR - Remove this copy and forward balance of form intact for filing
- (5) Debtor Copy ORIGINATOR - Remove this copy and forward balance of form intact for filing.



*1100*



512 10549

EXHIBIT A  
TO UCC FINANCING STATEMENT  
AND SECURITY AGREEMENT

1. All now owned and hereafter acquired limited partnership interests in the Colonial Gold Limited Partnership ("Partnership"), a Connecticut limited partnership including, but not limited to, all of Debtor's rights and interests in the Partnership and any successor partnership and under the Colonial Gold Limited Partnership Agreement ("Partnership Agreement") as presently or hereinafter in effect and as may be amended from time to time.
2. All Proceeds of the Collateral.
3. All increases in, and additions to, the Collateral.
4. The security interest described above shall continue in all Collateral, notwithstanding sale, exchange or other disposition thereof by Debtor. Sale, exchange or other disposition is not authorized by Secured Party.

FINANCING STATEMENT

287753

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) \_\_\_\_\_ Address(es) \_\_\_\_\_  
 Preston W. Hartman C/O Hartman, McLean & Schmidt, Inc.  
 Robert K. Elling 10751 Falls Road Suite 256 2666 Riva Road, Suite 400  
 Lutherville, Maryland 21093 & Annapolis, Maryland 21401

6. Secured Party  
 Equitable Bank, National Association  
 Attention: Shirley Phipps 100 South Charles Street  
 Loan Documentation Baltimore, Maryland 21201

RECORDED FEE 12.00  
 STATE .50  
 MAY 26 87  
 WE

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, as described on Schedule A attached hereto
- A. **Inventory.** All of the inventory of each Debtor, together with all cash and non-cash proceeds and products thereof.
  - B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
  - C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
  - D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
  - E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.
  - F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.
  - G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 Preston W. Hartman  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 Robert K. Elling

Mr. Clerk Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

EQUITABLE BANK, N.A.  
 LOAN DOCUMENTATION CENTER  
 100 S. CHARLES ST. 3rd FL.  
 BALTIMORE, MARYLAND 21201

12.50

BOOK 512 PAGE 470

267754

### FINANCING STATEMENT

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

- 1. Name of Debtor(s) (or Assignor) and address:  
Hartman, McLean & Schmidt, Inc.  
10751 Falls Road, Suite 256 & 2666 Riva Road  
Lutherville, Maryland 21093 Suite 400  
Annapolis, MD 21401
- 2. Name of Secured Party and address:  
Preston W. Hartman and  
Robert K. Elling  
c/o Hartman, McLean & Schmidt, Inc.  
10751 Falls Road Suite 256  
Lutherville, Maryland 21093
- 3. Name of Assignee and address:  
Equitable Bank National Association  
100 South Charles Street  
Baltimore, Maryland 21201
- 4. This Financing Statement covers the following types (or items) of property:

See Attached Schedule A

5. Check the statements which apply, if any, and supply the information indicated:

RECORD FEE 14.00  
POSTAGE .50  
#14,360 DMG R01 T14730  
MAY 26 87

- The underlying secured transaction is not subject to recordation tax this filing is made to give notice of Lessor's ownership in the leased property; it is not intended as a Security Agreement..... *we*
- The underlying secured transaction is subject to recordation tax on the principal amount of \$.....
- (If collateral is crops—describe real estate and give name of record owner. Execute additional Financing Statements to file in each county involved)  
The above-described crops are growing or to be grown on:
- (If Collateral is goods which are or are to become fixtures—describe real estate; include name of record owner, house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of this page)  
The above-described goods are affixed or to be affixed to:

XXX (If proceeds of collateral are covered). Proceeds of the collateral are also covered.

XXX (If products of collateral are covered). Products of the Collateral are also covered.

Debtor(s): Hartman, McLean & Schmidt, Inc.  
By: *[Signature]*

Secured Party:  
*[Signature]*  
Preston W. Hartman  
*[Signature]*  
Robert K. Elling

Dated: *April 13*, 19*82*

(Note: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to

Form 682

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST. 3rd FL  
BALTIMORE, MARYLAND 21201

*100*

SCHEDULE A

512 471

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank National Association, a national banking association and Preston W. Hartman and Robert K. Elling Individuals.

Section A Continued

2 EFN 142 Panels	Components Area A
2 EFN 242 Panels	4 WS 424 Work surfaces
2 EFN 162 Panels	9 WS 524 Work surfaces
2 EFN 262 Panels	1 WS624 Work Surface
6 EFN 362 Panels	8 WS530 Work surfaces
2 EFP 142 Panels	10 FDRV 5 Flipper doors
1 EFP 242 Panels	10 SR 5 Shelves
2 EFP 342 Panels	10 TL5 Task lights
1 EFP 542 Panels	2 CTSE3135 Counter tops
2 EFP 162 Panels	1CTSE515 Counter tops
8 EFP 262 Panels	12 AKP 19 Adjustable keyboard pads
5 EFP 3062 Panels	12 MMB 3 Mobile bases
2 EFP 462 Panels	12 MDSN6 6" drawers
17 EFP 562 Panels	12 MDSL 3 3" drawers
1 FPF C42 Finish Posts Fabric Corner	12 MDSN-12 12" drawers
10 FPF62 Finish Posts fabric straight	12 S210-104 Chairs
15 FPF62 Finish posts fabric corner	2 TTC 2448 Tables
8 EFN3062 Panels	
5 BFM 1 Base feed modules	
24 PRD-3 Duplex receptacles	
2 TFM 6 Top feed modules	
1 WMK 42 Wall mount kit	
2 WMK 62 Wall mount kit	
Area A-3	Area A-4
1 EFP 1862 panel, 18'x 62'H, powered.	1 SPCL-1432 EFP-230 panel 2" x 30"H
1SPCL 1432 EFP-230 panel, 2' x 30 H powered	powered
Area A-1	3 MDSL 6 drawers 6"
1 EFP 1862 panel, 18' x 62'H, powered	8 MDSN 3 drawers, 3"H lock
1SPCL 1432 EFP 230 panel 2" x 30"h powered.	8 MDSN 12 drawers 12"
Area A-7	8 MMB 3 Modile bases
1 EFP342 panel 3" x 42"H, powered	10 MPT-1 pencil trays
1WS 324 work surface 3" x 24"W	10 FCK 13 File conversionkits for legal
CTSE 315 countertop 3" x15W	folder in 12'Drawers
Area A-6	
1 EFN 442 panel 4' x 42" H no power	
1 WMK-42 Wall mount kit	
1TTH 2460 Half modesty panel table 60 x 24 x29H	
2 MDSN -12 File drawers	
2 MDSL 12 File drawers with locks	
2 MSB 3 Stationery bases for above	
mentioned drawer units	

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST. 3rd FL.  
BALTIMORE, MARYLAND 21201

FX

SCHEDULE A

BOOK 512 PAGE 472

Section 4 Continued

2 EFN 142 Panels  
2 EFN 242 Panels  
2 EFN 162 Panels  
2 EFN 262 Panels  
6 EFN 362 Panels  
2 EFP 142 Panels  
1 EFP 242 Panels  
2 EFP 342 Panels  
1 EFP 542 Panels  
2 EFP 162 Panels  
8 EFP 262 Panels  
5 EFP 3062 Panels  
2 EFP 462 Panels  
17 EFP 562 Panels  
1 PPF C42 Finish Posts Fabric Corner  
10 FPFS62 Finish Posts fabric straight  
15 FPFC62 Finish posts fabric corner  
8 EFN3062 Panels  
5 BFM 1 Base feed modules  
24 PRD-3 Duplex receptacles  
2 TFM 6 Top feed modules  
1 WMK 42 Wall mount kit  
2 WMK 62 Wall mount kit

Area A-3

1 EFP 1862 panel, 18'x 62'H, powered.  
1SPCL 1432 EFP-230 panel, 2' x 30 H powered

Area A-1

1 EFP 1862 panel, 18' x 62'H, powered  
1SPCL 1432 EFP 230 panel 2" x 30"h powered.

Area A-7

1 EFP342 panel 3" x 42"H, powered  
1WS 324 work surface 3" x 24"W  
CTSE 315 countertop 3" x15W

Area A-6

1 EFN 442 panel 4' x 42" H no power  
1 WMK-42 Wall mount kit  
1TTH 2460 Half modesty panel table 60 x 24 x29H  
2 MDSN -12 File drawers  
2 MDSL 12 File drawers with locks  
2 MSB 3 Stationery bases for above mentioned drawer units

Components Area A

4 WS 424 Work surfaces  
9 WS 524 Work surfaces  
1 WS624 Work Surface  
8 WS530 Work surfaces  
10 FDRV 5 Flipper doors  
10 SR 5 Shelves  
10 TL5 Task lights  
2 CTSE3135 Counter tops  
1CTSE515 Counter tops  
12 AKP 19 Adjustable keyboard pads  
12 MMB 3 Mobile bases  
12 MDSN6 6" drawers  
12 MDSL 3 3" drawers  
12 MDSN-12 12" drawers  
12 S210-104 Chairs  
2 TTC 2448 Tables

Area A-4

1 SPCL-1432 EFP-230 panel 2" x 30"H powered  
3 MDSL 6 drawers 6"  
8 MDSN 3 drawers, 3"H lock  
8 MDSN 12 drawers 12"  
8 MMB 3 Modile bases  
10 MPT-1 pencil trays  
10 FCK 13 File conversionkits for legal folder in 12'Drawers

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST. 3rd FL.  
BALTIMORE, MARYLAND 21201

PH

512 1134

STATE OF MARYLAND

267830

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. \$ 162,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$1,134.00.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Stephen Jones Enterprises, Inc.

Address 752 Stinchcombe Road Severna Park, MD 20722

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"ALL 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."

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Stephen Jones Enterprises, Inc.

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

Credit Alliance Corporation

\_\_\_\_\_  
(Signature of Secured Party)

Larry F Kimmel Asst. V.P.

\_\_\_\_\_  
Type or Print Above Signature on Above Line

RECORD FEE 17.00  
RECORD TAX 1134.00  
POSTAGE .50  
814363 0040 R01 T15#03  
MAY 26 87

*we*

17134-  
SW

—SECURITY AGREEMENT—  
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 5th day of May, 1987 by and between

**Stephen Jones Enterprises, Inc., having its principal place of business at  
752 Stinchcombe Road Severna Park, MD 20722**

Mortgagor and Credit Alliance Corporation Mortgagee

WITNESSETH

1. To secure the payment with interest thereon and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any note or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business, which is Mortgagor's address shown above, unless a different location is specifically shown on said Schedule A for any one or more items; that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1.25% of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons;

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement;

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies in amounts and under policies acceptable to Mortgagee. The proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein;

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agrees to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises;

(e) Mortgagor shall comply (so far as may be necessary) to protect the Mortgaged Property and the lien of this Mortgage thereon with all of the terms and conditions of leases covering the premises where the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument;

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property;

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment claim, counterclaim or cross claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased or decreased respectively on the effective date of any such change in prime rate to the extent of 25% for each 25% change in the prime rate, however in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. After default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee shall demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall inure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall inure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective, however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST

Stephen Jones Enterprises, Inc. (Seal)  
Mortgagor

Secretary

By *[Signature]* (Title)

STATE OF Maryland  
COUNTY OF Anne Arundel

} SS

Stephen Jones

being duly sworn, deposes and says:

President

of Stephen Jones Enterprises, Inc.

- 1. He is the (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
- 2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
- 3. Mortgagor is solvent and justly indebted to Credit Alliance Corporation in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same. (hereinafter called "Mortgagee")
- 4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
- 5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

*[Signature]*  
Notary Public

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
I, \_\_\_\_\_ a Notary Public duly qualified in and for said County and State, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ in (Place) \_\_\_\_\_ in said County, before me personally appeared \_\_\_\_\_ to me personally well known

(For Individual) and known as and to be a member of the partnership of \_\_\_\_\_ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership) and known as and to be a member of the partnership of \_\_\_\_\_ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partner's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_ Stephen Jones Enterprises, Inc. who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at \_\_\_\_\_ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written.

(Notary Seal)

NOTARY PUBLIC

BOOK 512 PAGE 470

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated May 5, 19 87 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
Two (2)	Ford Dump Trucks with 14' Aluminum Dump Body	1987 LT9000	1FDZU90W7HVA33172 1FDZU90W5HVA33171
<p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p>			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

Stephen Jones Enterprises, Inc.

By: *Stephen Jones*

STATE OF MARYLAND

512 477

FINANCING STATEMENT FORM UCC-1

Identifying File No. 267755

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Ritchie Import Specialists

Address 98 Georgia Ave. Glen Burnie MD. 21061

2. SECURED PARTY LESSOR:

Name EATON FINANCIAL CORPORATION

Address The Beaumont Building, P.O. Box 71, South Station Framingham, Massachusetts 01701

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 Ben Pearson Mc-59-7 Tubemaster sn#12135 Lt 75099
- 1 Ben Pearson Lmp -7 Dual Post Lift sn#43248

"Equipment Lease - does not create a security interest."

Not subject to Recordation Tax pursuant to Maryland Annotated Code Article 81, §277.1(2).

This transaction is a true lease and is not intended by the parties as a secured transaction; Filing is only intended to make the true lease a matter of public record. The lessor is the owner of such property including all accessories, attachments, additions and any substitutions of similar equipment types, and the lessee has no rights, express or implied to sell, exchange, encumber or otherwise dispose of such property.

CHECK  THE LINES WHICH APPLY

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)

*Ritchie Import Specialists*  
*Michael E. Ballard*  
(Signature of Debtor) LESSEE:

Type or Print Above Name on Above Line

Michael E. Ballard

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Kathleen Emers*  
(Signature of Secured Party) LESSOR:

Kathleen Emers

EATON FINANCIAL CORPORATION

Type or Print Above Signature on Above Line

STATE OF MARYLAND

Anne Arundel County

BOOK 512 PAGE 478

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 250639

RECORDED IN LIBER 470 - FOLIO F14 - ON 1/25/84 (DATE)

1. DEBTOR Empire Gas Corporation t/a Empire Gas of Leonardtown; Empire Gas of Hughesville; Empire Gas of Millersville; Empire Gas of ST. Leonard
Name
Address 409 Washington St., Leonardtown MD 20650; Route 5 Hughesville, MD
1940 West St. Annapolis, MD 21401

2. SECURED PARTY

Name General Electric Credit Corporation

Address P. O. Box 19187
Jacksonville, Fl 32245-9187

RECORD FEE 10.00
POSTAGE 50
MAY 26 87
CK

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

Form with sections A. Continuation, B. Partial Release, C. Assignment, D. Other: Amendment. Includes checkboxes and text for amendments.

Empire Gas Corporation
Robert W. Plaster

Dated 3/9/87

General Electric Credit Corporation

(Signature of Secured Party)

L. T. Franklin

Type or Print Above Name on Above Line

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 489

Page No. 147

Identification No. 258239

Dated August 30, 1985

1. Debtor(s) { James A. and Carolyn L. Gaglione  
Name or Names—Print or Type  
26 Kempton Road, Glen Burnie, (A.A.Co.), 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  
#14375 0040 RM 115:16  
MAY 26 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: MAY 06 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)

13.50

512 4811

CROSS INDEXED IN LAND RECORDS  
UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 466 Page No. 470  
Identification No. 249309 Dated October 19, 1983

1. Debtor(s) { George N. and Nancy M. Redolf  
Name or Names—Print or Type  
757 222 St., Pasadena, (A.A.Co.), MS 21122  
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company  
Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_  
4. Check Applicable Statement:

RECORD FEE 13.00  
POSTAGE .50  
MAY 26 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: MAY 05 1987 Sears, Roebuck and Company  
Name of Secured Party  
J.D. Althouse-Credit Central Oper. Mgr.  
Signature of Secured Party  
Type or Print (Include Title if Company)

13.80

BOOK 512 PAGE 481

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 468  
Identification No. 250178

Page No. 437  
Dated December 22, 1983

1. Debtor(s) { Roger P. and Ada L. Bylsma  
Name or Names—Print or Type  
574 JoAnn Drive, Odenton, (A.Co.), MD 21113  
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:

<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>Termination</b>

RECORD FEE 13.00  
STAMP .50  
MAY 26 87

CP CLERK

Dated: MAY 06 1987

Sears, Roebuck and Company  
Name of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.  
Signature of Secured Party  
Type or Print (Include Title if Company)

13560

BOOK 512 PAGE 482

267756

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)

Goldstein, Jeffrey P.  
884 Coachway  
Annapolis, Md 21401

2 Secured Party(ies) and address(es)

IR SYNTHETIC CREDIT CORP.  
c/o Integrated Resources, Inc.  
666 Third Avenue  
New York, New York 10017

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00  
WT4380 COM NO1 T15\*24  
MAY 26 87

4 This financing statement covers the following type(s) or item(s) of property

Debtor's limited partnership interest in Synthetic Industries L.P., a Delaware limited partnership, including all of Debtor's rights and interests in said partnership and any successor partnership under the partnership agreement relating thereto, including but not limited to, the right to receive any distributions therefrom.

5 Assignee(s) of Secured Party and Address(es)

NOT SUBJECT TO RECORDATION TAX

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered. No. of additional Sheets presented.

IR SYNTHETIC CREDIT CORP.

By Jeffrey P. Goldstein  
Signature(s) of Debtor(s)

Title

By Shawn P. ...  
Signature(s) of Secured Party(ies)

Title

Atty in Fact

(1) Filing Office Copy (Alphabetical)

STANDARD FORM - FORM UCC-1.

(1) or (1a) in Most States

512 1042

209733

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)

Condisco, Inc.  
6400 Shafer Court  
Rosemont, IL 60018  
SL05484-03

2. Secured Party(ies) and address(es)

Hyde Park Bank & Trust  
Company  
1525 East 53rd St.  
Chicago, IL 60615

3. Maturity date (if any)

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 21.00  
POSTAGE .50  
#14381 0040 001 115:26  
MAY 26 87

4. This financing statement covers the following type(s) of property

Specific inventory of the Debtor, wherever located, as described on the attached exhibits leased by Debtor under Master Lease Agreement dated April 5, 1987, and Equipment Schedule No. GF-6 dated February 25, 1986 with respect to which financing has been provided by Secured Party to Debtor from time to time including all substitutions, additions and replacements thereto, together with all rental payments due and to become due arising from or relating to the Equipment of the Master Lease Agreement with MARSHALL'S, INC. as stated per the attached exhibit.<sup>1</sup>  
\*See attached.

5. Assignee(s) of Secured Party and Address(es)

*wa*

"COLLATERAL IS NOT SUBJECT TO RECORDATION TAX."

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state

which is proceeds of the original collateral described above in which a security interest was perfected

Filed with

Anne Arundel County, MD

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented

CONDISCO, INC.

HYDE PARK BANK & TRUST COMPANY

By

*M. E. Brown*

Signature(s) of Debtor(s)

*Mgt.*

Title

By

*Paula Miller*

Signature(s) of Secured Party(ies)

*ACP*

Title

STANDARD FORM - FORM UCC-1.

512

SUMMARY EQUIPMENT SCHEDULE - Revised

SUMMARY EQUIPMENT SCHEDULE No. 18-SL05484-03 for Period ending December 31, 1986 to the Master Lease Agreement dated as of April 5, 1982 (the "Lease").

LESSEE:

MARSHALL'S, INC.

Address for Notices:

*30 Harvard Mill Square*  
83 Commerce Way  
Woburn, MA 01888

Attention:

Cynthia Celata

617-721-3248

LESSOR:

COMDISCO, INC.

Address for Notices:

6400 Shafer Court  
Rosemont, Illinois 60018

Attention:

Capital Equipment Finance  
Processing Center  
312-698-3000

PAYING AGENT:

FIRST SECURITY BANK  
OF UTAH, N.A.

Address for Remittances:

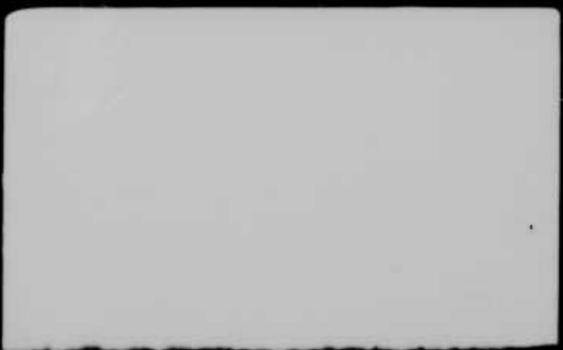
P.O. Box 31822  
Salt Lake City, UT 84131

Attention:

Remittance Processing  
Center

1. EQUIPMENT: As set forth in the attached Acceptance Certificates which are a part hereof (No. of Acceptance Certificates: 8)
2. INITIAL TERM START DATE: January 1, 1987
3. INITIAL TERM: 57 Months
4. TOTAL LESSOR'S COST: \$669,202.26
5. QUARTERLY RENT: \$40,761.11 (6.091% of Lessor's Cost)  
(Applicable Lease Rate Factor)
6. LESSEE REPRESENTATIONS: The Lessee hereby represents and warrants that:
  - (a) It has accepted all items of Equipment listed on the attached Acceptance Certificates as of the date set forth therein.
  - (b) No Event of Default or event which with the giving of notice or lapse of time, or both, would become an Event of Default has occurred or is continuing.
  - (c) It hereby reaffirms the representations of Section 8(a), (b), and (c) of the Master Lease Agreement.

10/1/87  
10/1/87



512 00483

7. SPECIAL TERMS: The following amendments/corrections have been incorporated into this Summary Equipment Schedule:

- (a) Due to the elimination of Investment Tax Credit, the ITC section on Page 1 of Capital Equipment Schedule CE-6 has been amended from ITC "Lessee" to "N/A".
- (b) Pursuant to the terms of Rider No. 2, Section 2c, the Lease Rate Factor has been amended from 6.416% to 6.091%. Therefore, your Quarterly Rent will be \$40,761.11.

This Summary Equipment Schedule is issued pursuant to the Master Lease identified above. All of the terms, conditions, representations and warranties of the Master Lease are hereby incorporated herein and made a part hereof as if they were expressly set forth in the Summary Equipment Schedule and this Summary Equipment Schedule constitutes a separate lease with respect to the Equipment described herein.

MARSHALL'S, INC.

COMDISCO, INC.

as Lessee

as Lessor

By: [Signature]

By: [Signature]

Title: V.P. TREASURER

Title: Patricia Maggiore

Assistant Manager

Date: Jan 20 1987

Date: Jan 16 1987

30-000040

**DELIVERED TO**

MARSHALLS #052  
1201 TOWSON MARKETPLACE  
TOWSON MD 21204

**BILL TO**

COMDISCO  
C/O MARSHALLS  
PO BOX 1000-50  
WAKEFIELD MA 01880

**NCR**

PAGE INVOICE

Invoice Number	Invoice Date	Customer Number
1503837173	DEC. 5, 86	14874911
NCR Reference Number	Order Number	
9349-9256-05-9216-0043	13566503	
Install Date	Customer Order Date	
NOV. 25, 86	AUG. 10, 86	
Customer Purchase Order Number		
23447		

*Rd 12/16/86*

DEC 17 1986

CASH SALE

Qty	Description/Serial Number	Amount
1	2152-2803-1090 TERMINAL	210.00
1	2152-0002-0000 ON-LINE TERMINAL GROUP	2,895.00
1	2152-0200-0000 KIT; GENERAL PERIPHERAL PART	155.00
1	2189-2010-9090 DRAWER; 3 1/2L	
1	2191-0101-0000 PRINTER; 40 COL JOURNAL W/LOCK	425.00
1	2192-0302-0000 PRINTER; RECEIPT 40 COLUMN	425.00
1	2193-0401-0000 PRINTER; SLIP 40 COLUMN	525.00
1	3289-0101-0000 S&S; STORES 1 TERMINAL	
	ONE TIME LICENSE	200.00
	DISTRIBUTION CHARGE	110.85
	TOTAL	4,945.85
	TERMS: NET PAYMENT DUE UPON RECEIPT OF INVOICE - BALANCE DUE	4,945.85

**A/P EXPENSE INVOICE APPROVAL**

Amt. to be paid \$ 4,945.85

Account # 88010713

Auth. Sign. [Signature]

Date 12/17/86

[Signature]

DEC 10 1986

143858332

60673

**EXPENSE INVOICE APPROVAL**

4,945.85

(Less Tax) \$ N/A

16-0043

Net Amt. \$ 4,945.85

Auth. Sign. [Signature]

Date 12/22/86

INVOICE AMOUNTS NOT PAID WITHIN THIRTY (30) DAYS OF THE INVOICE DATE WILL BE SUBJECT TO SERVICE CHARGES COMPUTED FROM THE INVOICE DATE OR DUE DATE WHICHEVER IS LATER AT TWO POINTS OVER PRIME RATE OR UP TO THE MAXIMUM ALLOWED BY LAW WHICHEVER IS LESS.

RETAIN THIS PORTION FOR YOUR RECORD

COMDISCO 9349-9256-05-9216-0043

**RETURN WITH PAYMENT**

**NCR**

**MAIL PAYMENT TO**

NCR CORPORATION  
PO BOX 70083  
CHICAGO IL 60673

RECEIVED--CEP

DIRECT INQUIRIES TO:  
NCR CORPORATION  
2300 EDWIN C MOSES BLVD  
SUITE 210  
DAYTON OH 45403  
213-449-7934

29 DEC 86 9:56

14874911 1503837173 000000000 00009494585

30-000039

DELIVERED TO

MARSHALLS #219  
152 JENNIFER ROAD  
ANNAPOLIS PLAZA  
ANNAPOLIS

MD 21401

BILL TO

CUMDISCO  
C/O MARSHALLS  
PO BOX 1000-50  
WAKEFIELD

MA 01880

DEC 17 1986

NCR

PAGE INVOICE

Invoice Number	Invoice Date	Customer Number
1001300558	DEC. 5, 86	14874911
NCR Reference Number	Order Number	
9349-9256-05-9216-0058	13005585	
Install Date	Customer Order Date	
NOV. 24, 86	DEC. 20, 86	
Customer Purchase Order Number		
23447		

RD 12/16/86

CASH SALE

Qty	Description/Serial Number	Amount
1	2152-2803-1090 TERMINAL	210.00
1	2152-6002-0000 ON-LINE TERMINAL GROUP	2,395.00
1	2152-K200-0000 KIT; GENERAL PERIPHERAL PORT	155.00
1	2189-2010-9090 PRINTER; 3 1/2"	17331305
1	2191-0101-0000 PRINTER; 40 COL JOURNAL W/BOOK	425.00
1	2192-0302-0000 PRINTER; RECEIPT 40 COLUMN	425.00
1	2193-0401-0000 PRINTER; SLIP 40 COLUMN	525.00
1	2299-0101-0000 SW; STORES 1 TERMINAL	200.00
	ONE TIME LICENSE	
	MARYLAND STATE TAX 5.000%	241.75
	DISTRIBUTION CHARGE	188.49
	TOTAL	5,265.24
	TERMS: NET PAYMENT DUE UPON RECEIPT OF INVOICE - BALANCE DUE	5,265.24

**A/P EXPENSE  
INVOICE APPROVAL**

Am't. to be paid \$ 5,265.24

Account # 88010713

Auth. Sign. Patricia W...

Date 12/17/86

James A. Felcher

GRAND TOTAL \$ 5,265.24

(Less Tax) \$ (241.75)

Net Amt. \$ 5,023.49

DEC 10 1986

143858332 A. Colva

60673 E.

INVOICE AMOUNTS NOT PAID WITHIN THIRTY (30) DAYS OF THE INVOICE DATE WILL BE SUBJECT TO SERVICE CHARGES COMPUTED FROM THE INVOICE DATE OR DUE DATE WHICHEVER IS LATER, AT TWO POINTS OVER PRIME RATE OR UP TO THE MAXIMUM ALLOWED BY LAW WHICHEVER IS LESS.

RETAIN THIS PORTION FOR YOUR RECORD

CUMDISCO

9349-9256-05-9216-0058

NCR

MAIL PAYMENT TO

NCR CORPORATION  
PO BOX 70083  
CHICAGO

IL 60673

DIRECT INQUIRIES TO:  
NCR CORPORATION  
2300 EDWIN C MOSES BLVD  
SUITE 210  
DAYTON OH 45408  
513-449-7934

RECEIVED--CEP

29 DEC 86 9:56

14874911

1001300558

000000000

00000526524

512 1048

267757

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>
Montana's of Glen Burnie, Inc.	7411	Ritchie Highway,	Glen Burnie,	Maryland 21061

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Jorge M. Garcia c/o Mr. Richard A. Barksy,	8401	Colesville Road,	Suite 600,	Silver Spring, Maryland 20910

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 A attached hereto and made a part hereof.

RECORD FEE 11.00  
 POSTAGE .50  
 #14982 DM0 R01 T15#30  
 MAY 26 87

David E. Weisman, Esquire  
Meyer, Faller, Weisman & Greenburg, P.C.  
4400 Jenifer Street, N.W., Suite 380  
Washington, D.C. 20015

RETURN TO:

(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

MONTANA'S OF GLEN BURNIE, INC. \_\_\_\_\_ (Seal)

By: Benson Fischer, President

Jorge M. Garcia  
Signature of Secured Party or Assignee

(Type or print name under signature)

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

1150

EXHIBIT A

(a) Any and all machinery, equipment, furniture and fixtures, now owned or hereinafter acquired, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection with the Debtor's operation of its business located at 7411 Ritchie Highway, Glen Burnie, Maryland 21061 (the "Premises").

(b) All inventory, raw materials, supplies and stock-in-trade owned or hereinafter acquired on the Premises and all substitutions, replacements and additions pertaining thereto.

(c) The said Sublease for the Premises and all leasehold interests and improvements attached to or appurtenant to the Debtor's said business and any replacements or additions thereto.

(d) All licenses, (including any alcoholic beverage license, if any), permits owned, issued or granted in any way and which may lawfully serve as collateral issued or otherwise acquired by the Debtor and required for the lawful operation of Debtor's business located at the Premises and all renewals, replacements, extensions and substitutions of the same.

(e) All accounts receivable or other monies owing to the Debtor.

(f) All after-acquired personal property and/or leasehold improvements, including goods, wares, chattels, fixtures, equipment, furniture and contract rights, acquired by the Debtor subsequent to the execution of that certain Security Agreement dated May 1, 1987 and prior to its termination, and the proceeds of Collateral and all increases, substitutions, replacements and additions to the Collateral pertaining thereto.

(g) The proceeds and products of the aforestated Collateral.

512 40

267758

CIRCUIT COURT OF ANNE ARUNDEL COUNTY

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):

Radio Resources, Inc.  
 Name or Names—Print or Type  
 7483 Candlewood Road, Harmans, MD 21077  
 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:

Chesapeake Financial Corporation  
 Name or Names—Print or Type  
 6 South Fifth Street, Richmond VA 23219  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

See Attached Exhibit A

4. If above described personal property is to be affixed to real property, describe real property.

N/A

5. If collateral is crops, describe real estate.

N/A

RECORD FEE 13.00  
 POSTAGE .50  
 H14388 DTG R01 715:41  
 MAY 26 87  
 we

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S): Radio Resources, Inc.

BY: Ashley W. Scarborough  
 (Signature of Debtor)

Ashley W. Scarborough, Pres.  
 Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

Chesapeake Financial Corporation  
 (Company, if applicable)

BY: Philip W. Hughes  
 (Signature of Secured Party)

Philip W. Hughes, President  
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Mr. Philip W. Hughes, P.O. Box 468, Richmond, VA 23203

Handwritten initials/signature

## EXHIBIT A

"Collateral" shall mean all of the Receivables, as hereinafter defined, payments, accounts, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by Borrower; all other obligations or indebtedness owed to Borrower from whatever source arising; all rights of Borrower to receive any payment in money or kind; all Inventory, as hereinafter defined; all proceeds of any of the foregoing in any form, including cash, insurance proceeds, negotiable instruments and other evidences of indebtedness, chattel paper, security agreements and other documents; all reserves, balances, deposits and property of Borrower coming into the possession of Lender; all of Borrower's rights as an unpaid seller, including stoppage in transit, detinue and reclamation; 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 books of account and documents related thereto; copyrights, trademarks, trade names, good will, trade secrets and patents now owned or hereafter acquired by Borrower; all customer lists and other documents containing the names, addresses and other information regarding Borrower's customers, subscribers or those to whom Borrower provides any services; computer tapes, programs, discs and other material or documents relating to the recording, billing or analyzing of any of the above; all computers, word processors, data processors, terminals, printers, switches, interfaces, work stations, sheet feeders, software, cables, discs, instructional material, connectors and all parts, accessories, additions, substitutions, options together with all property or equipment used in connection with any of the above or which are used to operate or cause to operate any features, special applications, format controls, options or software of any or all of the above-mentioned items.

"Receivables" means, but is not limited to, all receivables billed under any tradename or style Borrower chooses to use from time to time in the ordinary course of business, all accounts, contract rights, checks, notes, drafts, acceptances, instruments, chattel paper, rental receivables, installment payment obligations, general intangibles, and all other obligations for the payment of money created by Borrower or acquired by Borrower from others, all cash and non-cash proceeds thereof, and contracts, documents, invoices and other instruments evidencing the same, all security therefor, guarantees, and all of Borrower's rights to any property sold or leased which is represented thereby, whether or not such Receivables are specifically assigned, which Receivables are created or otherwise arise out of the sale of merchandise or the rendering of services by Borrower. "Receivables" shall include all items described herein whether in the name of Borrower or any trade name or style Borrower chooses to use from time to time in the ordinary course of business.

"Inventory" means all Borrower's inventory, as defined in the Uniform Commercial Code, and all forms of merchandise in which Borrower may have an interest, whether or not specifically pledged or consigned, including but not limited to, all finished and unfinished merchandise, work in process, materials and supplies of every nature used or usable in connection with the manufacture, packing, shipping, advertising or sale of such merchandise, all such items in transit or in Borrower's constructive, actual or exclusive possession or not, or held by Borrower or others for Borrower's account and wherever the same may be located, including but not limited to, inventory which may be upon the premises of any carriers, forwarding agents, warehousemen, vendors, finishers or processors or other third parties who may have possession of such items, and all documents of title relating to such items, the cash and non-cash proceeds thereof, including but not limited to proceeds realized from the sale of such items and insurance proceeds.

Book 512 492 P9

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 285447

RECORDED IN LIBER 482 FOLIO 178 ON DECEMBER 20, 1981 (DATE)

1. DEBTOR

Name THOMAS SIMMONS

Address 1287 GRAFF ST., ANNAPOLIS, MD 21403

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING, INC.

Address 248 DEFENSE ST., ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: TERMINATION   
(Indicate whether amendment, termination, etc.)

RECORDED FEE  
10.00  
INDEX FEE  
.50  
MAY 26 1987

10.00  
.50  
MAY 26 1987  
WC

Mailed to Secured Party

Dated MAY 07, 1987

E. I. Connell  
(Signature of Secured Party)

E. I. CONNELL  
Type or Print Above Name on Above Line

512 100493

267759

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 5/21/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR  
Name Tidewater Rental Center, Inc. SCH 06  
Address 166 Penrod Court, Glen Burnie, MD 21061

2. SECURED PARTY  
Name Trans-American Leasing Corporation  
Address The Steffey Bldg., Ste. 200 B, 407 Crain Highway  
Glen Burnie, Maryland 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 (one) Disk Drive Upgrade to 69MB Drive
- 6 (six) 14.0MB Tape Cartridges

RECORD FEE 11.00  
 STAMP .50  
 4371 OTT RD 115-43  
 MAY 26 87  
*we*

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above 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.

[Signature]  
(Signature of Debtor)

Markus Zukerich  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

TRANS-AMERICAN LEASING CORPORATION

[Signature]  
(Signature of Secured Party)

EXUP  
Type or Print Above Name on Above Line

Filed with Anne Arundel County.

1150

TO BE } RECORDED IN LAND RECORDS  
 NOT TO BE }

SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF  
 NOT SUBJECT TO } \$ 267760

87-736  
AP

FINANCING STATEMENT BOOK 512 PAGE 411

1. Debtor (S):

Bingo World  
 Name or Names—Print or Type  
 4901 Belle Grove Rd., Baltimore, Md 21225  
 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)

QUANTITY	ITEM	DESCRIPTION
4	cash register models	s 5 accessories as follows:
	OMRON	RS25-31 w/Turret Displays
1	Leading Edge	SN 6506215, 6506210, 6506208, 6506209
1		Computer w/30MB Hard Disk, Ployy Disk, Drive, Internal Memory, CRT & Keyboard.
1		SN 61146866
		NLQ Model 240 80 Column Dot Matrix printer
		SN 3610102
		Printer Cable (Parallel)

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 11.00  
 REGISTRATION .50  
 11592 CTTI R01 115444  
 MAY 26 87  
 WE

DEBTOR(S):

Stephen Paskin, Pres.  
 (Signature of Debtor)  
 Stephen Paskin, Pres.  
 Type or Print  
 (Signature of Debtor)  
 Type or Print

SECURED PARTY:

Harbor Leasing Associates  
 (Company, if applicable)  
 (Signature of Secured Party)  
 Mark M. Caplan, partner  
 Type or Print (Include title if Company)

11/50

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

Filing for informational purposes only. Filing this equipment lease does not create a security interest.

A20824

512 11-45  
287763

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated 5/6/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Crofton Medical Group, Inc.  
Address 1667 Crofton Center-1 Crofton, MD 21114

2. SECURED PARTY

Name AEL Leasing Co., Inc.  
Address P.O. Box 13428, Reading, Pa. 19612-3428

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

IBM Computer System Complete

RECORDED FEE 11.00  
214315 0777 801 115-45  
MAY 26 87

This financing statement is being recorded for notice purposes only and shall not be deemed to affect the debtor's any property interest in the equipment herein described.

WE

CHECK THE LINES WHICH APPLY

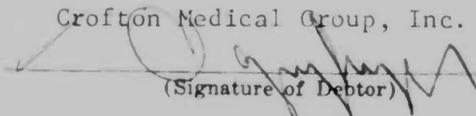
5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Crofton Medical Group, Inc.

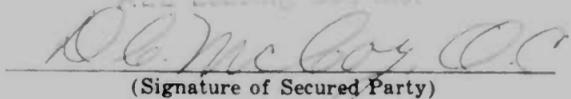
 Pres.  
(Signature of Debtor)

Dr. O. Turgot, Pres.  
Type or Print Above Name on Above Line

(Signature of Debtor)

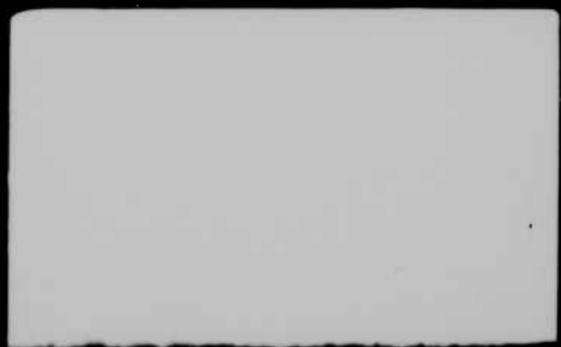
Type or Print Above Signature on Above Line

AEL Leasing Co., Inc.

  
(Signature of Secured Party)

D. C. McCoy, O.C.

Type or Print Above Signature on Above Line



B20827

00

BOOK 512 PAGE 400

267762

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. \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated 5/6/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DR. BENJAMIN A. DEGUZMAN, MD, PA

Address CRAIN-MAYO MEDICAL, 1720 SOUTH CRAIN HIGHWAY, GLEN BURNIE, MD

2. SECURED PARTY

Name AEL Leasing Co., Inc.

Address P.O. Box 13428, Reading, Pa. 19612-3428

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

IBM COMPUTER SYSTEM COMPLETE.

RECORDED FEE 11.00  
MAY 26 87  
u

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)

Dr. Benjamin A. DeGuzman, M.D., P.A.

[Signature]  
(Signature of Debtor)

Elizabeth deGuzman, V.P.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

AEL Leasing, Co., Inc.

[Signature]  
(Signature of Secured Party)

D. C. McCoy, O.C.  
Type or Print Above Signature on Above Line

STATE OF MARYLAND

8007

512 4137

FINANCING STATEMENT FORM 5000

Identifying File No. 267783

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TIDEWATER RENTAL CENTER

Address 166 PENROD COURT GLEN BURNIE, MD 21061

2. SECURED PARTY

Name KUBOTA CREDIT CORPORATION, USA  
SOUTHEAST DIVISION

Address P.O. Box 105598  
~~4770 N. PENROD RD.~~  
Atlanta, GEORGIA 30343-5598

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)

- 1 NEW KCC G4200 TRACTOR, SER.#30484.
- 1 NEW KCC RC44G MOWER, SER.#21750.

Name and address of Assessor

29820-811210

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)

RECORDING FEE 11.00  
POSTAGE .50  
#14396 C777 R01 T15#49  
MAY 26 87

*Michael Zindl*  
(Signature of Debtor)

TIDEWATER RENTAL CENTER  
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

7/50

512 287785  
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 Cunningham Concrete, Inc.  
1073 Saint Stephens Church Road, CPB, Baltimore, MD 21032  
(Name or Names)  
(Address)

LESSEE \_\_\_\_\_  
(Name or Names)  
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234  
RECEIVED 11.00  
POSTAGE .50  
REGISTERED MAIL 1.15+50  
MAY 26 87

3. ASSIGNEE (if any) Northfield Federal Savings  
Of LESSOR 1844 E. Joppa Road, Baltimore, Maryland 21234  
(Name or Names)  
(Address)

4. This financing Statement covers the following types (or items) of property:  
10-E.F. Johnson #242-8700-001 Mobile Radios, 10-E.F. Johnson #250-8740-200 Heavy Duty Microphones, 10-#230-8700-100 Std. Accessory Kits, 10-ASP 920? Mobile Antennas

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE LESSOR  
Cunningham Concrete, Inc. CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
By: James Cunningham Pres. By: Brian G. Connelly Mgr.  
(Title) (Title)  
(Type or print name of person signing) (Type or print name of person signing)  
By: \_\_\_\_\_ Return to:  
(Title)  
(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234

in book  
11.50

267786

MARYLAND FINANCING STATEMENT

512 10430

(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 Severn United Methodist Church  
1215 Old Camp Meade Rd. Severn, Maryland 21154  
(Name or Names)  
(Address)

LESSEE  
(Name or Names)  
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Superior Service Corporation  
Of LESSOR 2001 E. Joppa Road Baltimore, Maryland 21234  
(Name or Names)  
(Address)

4. This financing Statement covers the following types (or items) of property:  
1- Toshiba BD-4121 Copier

RECORD FEE 11.00  
STAMP .50  
MAY 26 97

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE  
Severn United Methodist Church  
By: Charles A. Donophan Pastor  
Charles A Donophan (Title)  
(Type or print name of person signing)  
By: \_\_\_\_\_  
(Title)  
(Type or print name of person signing)

1750

LESSOR  
CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
By: Brian G. Connelly 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

MARYLAND FINANCING STATEMENT

512 P 50P  
267787

(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 Mic-Atlantic Technical Services, Inc.  
(Name or Names)  
1734 Bladensburg Ave, Suite 101K, Arnold, Maryland 21012  
(Address)

LESSEE \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR Superior Service Corporation  
(Name or Names)  
2001 E. Joppa Road Baltimore, Maryland 21234  
(Address)

4. This financing Statement covers the following types (or items) of property:

- 1 - Lanier Series III-E #15000 Telephone System to include
- 2 - Lanier 10 Button Telephones
- 1 - C.O. Line Interface Card

RECORD FEE 11.00  
SERIALS .50  
MAY 26 87  
we

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE  
Mic-Atlantic Technical Services, Inc.  
By: Robert O. Boyer President  
(Robert O. Boyer) (Title)  
(Type or print name of person signing)  
By: \_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Type or print name of person signing)

LESSOR  
CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
By: Brian G. Connelly Mgr.  
(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

11/50



This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date, if any
1. Debtor (s) Name  N.A.L. ENTERPRISES, INC.	2. Debtor (s) Complete Address  4204 Great Oak Drive Rockville, Maryland 20853	
3. & 4. Secured Party and Complete Address  Deborah Baker Route 2, Box 227 Centreville, MD 21617	5. & 6. Assignee of Secured Party and Complete Address  N/A	
7. This financing statement covers the following types (or items) of Property:  All fixtures, furniture, equipment, cash on hand, accounts receivable and any other property of the debtor located at 119 Hillsmere Drive, Annapolis, Maryland, 21401, known as Country Tub Homestyle Laundry.		
8 a. (x) Proceeds are also covered 8 b. ( ) Products of collateral are also covered		No. of add'l sheets presented ( )
Filed with Circuit Court Clerk of Anne Arundel		County: Other
9. Transaction is ( ), is not (x) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$		
10. This statement to be returned after recordation to <del>Secured Party above</del> Donald Braden, Escr. Morgan Building, Shopping Center Road, P.O. Box 367, Stevensville, MD 21666.		
Signature of Secured Party	Signature of Debtor	
By <u>Deborah Baker</u>	By <u>N.A.L. Enterprises</u> <u>Neal A. Singer, President</u>	
	By _____	

RECORD FEE 1.00  
 STAMP .50  
 44406 077 801 15:57  
 MAY 26 87  
 we

11/50

267763

512 502

Form FmHA-MD 441-3  
(Rev. 3-11-80)

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

FINANCING STATEMENT

TO BE RECORDED:  in the Land Records.  in the Financing Records

This statement is presented to a filing officer for filing pursuant to the Maryland Uniform Commercial Code.  
Please return original statement to Secured Party at its address shown below.

DEBTOR(S)	SECURED PARTY	For Filing Officer
Francis B. Talbott III <i>(Name)</i>	UNITED STATES OF AMERICA acting through	
Florence L. Talbott <i>(Name)</i>	FARMERS HOME ADMINISTRATION	
931 Lower Pindell Rd. <i>(Address)</i>	P.O. Box 489 <i>(Address)</i>	
Lothian, Md. 20711	Prince Frederick, Md.	

RECORDING FEE 12.00  
CHARGE .50  
MAY 27 1987

We

1. This Financing Statement covers the following types of collateral:

(a) Crops, livestock, other farm products, farm and other equipment, supplies and inventory.

(b) \_\_\_\_\_

2. Crops covered by 1(a) above are growing or are to be grown on (and goods which are or are to become fixtures, if fixtures are covered in 1(b) above, are or are to be affixed to) the following premises in Maryland:

Farm(s) or Other Real Estate Specifically Covered by:	Approximate No. of Acres	In County of	Direction and Distance From a Named Town or Other Description
Sophia Chaney(1148/539)	125	Anne Arundel, Md.	Lothian
Lillie V. Talbott (1460/126)	183	Anne Arundel, Md.	Lothian

3. Proceeds and products of the collateral are also covered, but disposition of the collateral is not hereby authorized.

4. The items secured by this transaction are not subject to the recordation tax as imposed by Article 81, Sections 277 and 278, of the Annotated Code of Maryland, 1962 Suppl., as amended.

Francis B. Talbott III  
*(Signature of Debtor)*

Type name: Francis B. Talbott III

Florence L. Talbott  
*(Signature of Debtor)*

Type name: Florence L. Talbott

Witness: Dorothy Bowen

Type name: Dorothy Bowen

Witness: Karen A Gray

Type name: Karen A. Gray

By Gloria D. Occhipinti

Type name: Gloria D. Occhipinti

Title County Supervisor  
Farmers Home Administration

1250

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for filing pursuant to the provisions of the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR:

JWY SERVICES, LTD.  
2805 Fennel Road  
Edgewater, Maryland 21037

2. NAME AND ADDRESS OF SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND  
5 Church Circle  
Annapolis, Maryland 21401

RECORDING FEE 11.00

POSTAGE .50

RECORDED 0345 PM 7:10:20  
MAY 27 87

ul

3. This Financing Statement covers:

All of the Debtor's right, title and interest in and to a Beer, Wine and Liquor License, Class 4BX, issued by the City of Annapolis, Anne Arundel County, Maryland, for the premises known as 33 West Street, Annapolis, Anne Arundel County, Maryland 21401 (the "License"), together with all products and proceeds thereof (both cash and non-cash).

4. This transaction is exempt from the recordation tax.

Principal amount of this debt is \$46,000.00 to creditor.

DEBTORS:

JWY SERVICES, LTD.

SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND

BY [Signature]  
JOHN W. YARRISON, President

BY [Signature]

AFTER RECORDATION return to:

MANIS, WILKINSON, SNIDER AND  
GOLDSBOROUGH, CHARTERED  
23 West Street, P. O. Box 1911  
Annapolis, Maryland 21404

Mail to

LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
P. O. BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263-8855

11  
2

BOOK 512 PAGE 503

267765

FINANCING STATEMENT

THIS FINANCING STATEMENT of this \_\_\_\_\_ day of March, 1987, is presented for filing pursuant to the provisions of Article 9 of the Maryland Uniform Commercial Code.

DEBTOR: Kyong Sun Kim  
7816 Belford Drive  
Alexandria, Virginia 22306

SECURED PARTY: Necmettin Soyleyen  
627 Kensington Avenue  
Severna Park, Maryland 21146

This Financing Statement covers the business located at 1155 and 1157 Reece Road, (Pioneer Plaza Shopping Center) Severn, Anne Arundel County, Maryland operating under the trade name of J. JAY'S, including but not limited thereto all equipment, inventory and stocks of goods.

DEBTOR: Kyong Sun Kim  
KYONG SUN KIM

SECURED PARTY: Necmettin Soyleyen  
NECMETTIN SOYLEYEN

The secured transaction underlying this Financing Statement is not subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland, as amended.

RETURN TO: Samuel F. Ianni  
Attorney-at-Law  
4318 Hamilton Street  
Suite 100  
Hyattsville, Maryland 20781-1991 *we*  
(301) 927-4020

*1/25/87*

SCHEDULE "A"  
J-JAY'S PIZZA & SUB SHOP

~~Aug 15, 1981~~

BOOK 512 3-25-81  
SOS

- 1 - Outside Sign "J-Jays Pizza"
- 1 - Dough Roller
- 1 - 36X36 S/S Utility Table
- 1 - 5' S/S Double Door Refrigerator Base Pizza Table
- 1 - 30"X24" Utility Table S/S
- 1 - Check Rack
- 1 - Electric Menu Sign w/ clock
- 1 - Pizza Oven-Blodgett w/shelf
- 2 - 24X18 Pizza Spoon (Wood)
- 2 - 24X18 Pizza Spoon (Metal)
- 1 - 30" Beverage Cooler
- 1 - 3 Door Jordan Reach In Refrigerator Model AKT 74
- 1 - 2 Door Jordan Reach In Freezer Model AKT 48FA
- 1 - Edlund Can Opener
- 1 - 8' Wood Ladder
- 1 - Whirlpool Ice Maker
- 1 - S/S 3 Compartment Sink with 2 Drain Boards
- 1 - Hobart Mixer 60 Qt w/accessories
- 1 - Globe Slicing Machine Model 725
- 2 - Portion Scales
- 1 - Kidde Fire Extinguishing System
- 1 - S/S 7' Stainless Table w/shelf
- 1 - 24"X24" Wood Utility Table
- 1 - S/S Combination 9' Grill-Twin Fryers
- 1 - Overhead Hood and Exhaust
- 1 - 2 Pot Electric Warmer
- 1 - 1 Pot Electric Warmer
- 1 - 48" S/S Table w/shelf
- 1 - Sandwich Unit - 4" w/ under refrigerator
- 1 - 40" Formica Top Work Table
- 1 - Check Rack
- 1 - Electric Fan
- 1 - Sweda Electric Register
- 1 - 12" Electric Menu Sign
- 2 - Heat Lamps
- 1 - 36" 4 drawer S/S utility Table
- 1 - 6' Formica Shelf Desk
- 1 - Desk Lamp
- 1 - Wall Lamp
- 1 - 2 Drawer File Cabinet
- 1 - 2 Pot Coffee maker
- 2 - Pie Cases
- Assorted Pots & Pans; Trays; Cutlery; Cooking Utensils; Cleaning UTENSILS
- 1 - Plastic 30 gal Trash Receptacle
- 3 - 5 Bulb Chandeliers
- 1 - Burglar Alarm System
- 1 - 24" Exhaust Fan
- 1 - 3/4 Ton Air Conditioner
- 1 - Electric Chicken Roaster

Zs/ Nechmettin Soyleyan

NS - Brand new pop-Corn machine

WSI - soft drink carrier hand truck

FM 6/17/81  
Project

512 103506

2. enclose filing fees; and fill in original Financing Statement number and date filed.  
3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3. Long schedules of collateral, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.  
4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.  
5. At the time of filing, filing officer will return the copy as an acknowledgement.

~~Clerk of Baltimore City Court (MD)~~

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) CIS Corporation 1000 James Street Syracuse, NY 13203 860607	2. Secured Party(ies) and address(es) Chase Lincoln First Bank, N.A. One Lincoln Center Syracuse, NY 13202	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) Anne Arundel County, MD. RECORD FEE 10.00 POSTAGE .50 114280 0345 801 113-35 MAY 27 87 CK
--	---	---

4. This statement refers to original Financing Statement bearing File No. Bock 501 Page 96  
 Filed with Anne Arundel Co. MD Date Filed 7-23-86 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. The Secured Parties security interests in and to the collateral are hereby made in all respects subject and subordinate in right to the security interests in and to the collateral of Wells Fargo Bank, N.A., Eqpt. Finance Ctr. #489, 343 Sansome St., 6th Flr., San Francisco, CA 94163

ARA Serv., Inc. Sch 4258-02  
 No. of additional Sheets presented: \_\_\_\_\_

CIS Corporation  
 By: [Signature]  
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

Chase Lincoln First Bank, N.A.  
 By: [Signature]  
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

Mailed to Secured Party  
 Mail to  
 S

512 507

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 452 Page No. 202  
Identification No. 243586 Dated 7/30/82, PM 4:12

1. Debtor(s) Sue Zupko, Robert Zupko  
Name or Names—Print or Type  
1742 Albermarle Drive, Crofton-Annue Arundel, MD 21114  
Address—Street No., City-County State Zip Code

2. Secured Party Clay Investment Corp.  
Name or Names—Print or Type  
4 W. Aylesbury Rd., Timonium-Baltimore, MD 21093  
Address—Street No., City-County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  <b>Termination</b></p>

Mailed to Secured Party

we

Dated: 4/22/87

Clay Investment Corp.

Name of Secured Party

Fred L. Elrick, Sr.  
Signature of Secured Party

Fred L. Elrick, Sr., President

Type or Print (Include Title if Company)

TO BE RECORDED IN THE CHATTEL  
RECORDS OF ANNE ARUNDEL COUNTY

REORDER FROM  
**Registre, Inc.**  
5284 TAYLOR ST. N.E.  
MAPLE, MARYLAND 21041  
(612) 571-2803

BC-2654

BC-2654

STATE OF MARYLAND 512 18 512

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256981

RECORDED IN LIBER 486 FOLIO 28 ON June 10, 1985 (DATE)

1. DEBTOR

Name HANOVER GENERAL PARTNERSHIP  
Address 7223 PARKWAY DRIVE, SUITE 209 DORSEY, MARYLAND 21076

2. SECURED PARTY

Name THE FIRST NATIONAL BANK OF MARYLAND  
Address 25 SOUTH 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) \_\_\_\_\_

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other: Termination</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

FIRST NATIONAL BANK OF MARYLAND

Dated May 8, 1987

By: [Signature]  
(Signature of Secured Party)

Name: Louis P. Mathews, Jr.  
Type or Print Above Name on Above Line

1030

WL

512 - 509

# not used

5-27-87

512 510

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Total amount of debt initially incurred: \$385,000

Identifying File No. \_\_\_\_\_

267789

Amount subject to recordation tax: \$70,000  
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name S.D.J., INC., d/b/a S.D.J. Thriftway

Address 1031 Bay Ridge Avenue, Annapolis, Anne Arundel County, Maryland

RECORD FEE 12.00  
RECORD TAX 490.00  
POSTAGE 50  
MAY 27 97

2. SECURED PARTY

Name Fleming Foods of Pennsylvania, Inc.

Address Egypt and Greentree Roads, P.O. Box 935, Oaks, Pennsylvania 19456

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All accounts, contract rights, inventory, furniture, fixtures, equipment and machinery now owned and hereafter acquired and proceeds, including but not limited to all leasehold interests.

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)

*Wilbur L. Dove*

(Signature of Debtor)

S.D.J., INC.  
WILBUR L. DOVE, PRESIDENT

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Thomas J. Smalling*

(Signature of Secured Party)

FLEMING FOODS OF PENNSYLVANIA, INC.  
THOMAS J. SMALLING, PRESIDENT

Type or Print Above Signature on Above Line

Mail to

Mr. Clerk: Please return the above financing statement to Marshall B. Paul, Esq., Weinberg and Green, 16th Floor, 100 S. Charles Street, Baltimore, MD 21201

12  
490  
50

**UNIFORM COMMERCIAL CODE - STANDARD FORM  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3**

REGISTERED  
Registre, Inc.  
BOOK 512 PAGE 511

**INSTRUCTIONS**

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer.
3. Enclose filing fee(s), and fill in original Financing Statement number and date filed.
4. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3. Long schedules of collateral, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
5. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return third copy as an acknowledgement.

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)  
Robin Roach and M.H. Fleischer,  
not individually or personally  
but solely as trustee under a  
trust agreement dated as of  
October 4, 1984 c/o FFCA  
3443 North Central Avenue  
Phoenix, AZ 85012

2. Secured Party(ies) and address(es)  
Insured Pension Investors 1983  
(a Delaware Limited Partnership)  
3443 North Central Avenue  
Phoenix, AZ 85012

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
POSTAGE .50  
#14812 0237 RM1 T12:54  
MAY 28 87

4. This statement refers to original Financing Statement bearing File No. 254352, Book 479, Page 101  
Filed with County of Anne Arundel Date Filed October 24 1984

*we*

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.

4934-036

No. of additional Sheets presented:

Insured Pension Investors 1983  
(a Delaware Limited Partnership)  
By Franchise Finance Corporation of America

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: *M. Roach EVP*  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

**STANDARD FORM - FORM UCC-3**

**UNIFORM COMMERCIAL CODE - STANDARD FORM  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3**

Registered, Inc.

BOOK **512** PAGE **512**

**INSTRUCTIONS**

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer.
3. Enclose filing fee(s), and fill in original Financing Statement number and date filed.
4. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3. Long schedules of collateral, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
5. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return third copy as an acknowledgement.

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)  
Baltimore Food Systems, Inc.  
1840 York Road, No. 11  
Timonium, MD 21093

2. Secured Party(ies) and address(es)  
Robin Roach and M.H. Fleischer,  
not individually or personally  
but solely as trustee under a  
trust agreement dated as of  
October 4, 1984 c/o FFCA  
3443 North Central Avenue  
Phoenix, AZ 85012

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
POSTAGE .50  
#14813 0237 R01 112:54  
MAY 28 87

4. This statement refers to original Financing Statement bearing File No. Book 479, Page 105  
Filed with County of Anne Arundel Date Filed October 24 19 84

WL

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.

4934-036

No. of additional Sheets presented:

Robin Roach and M.H. Fleischer, not individually or personally but solely as trustee under a trust agreement dated as of October 4, 1984

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: *M. Roach E.V.P.*  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

**STANDARD FORM - FORM UCC-3**

BOOK 512 PAGE 513

Robin Roach and M. H. Fleischer,  
not individually or personally but  
solely as trustee under a Trust  
dated as of October 4, 1984

WITNESS:

By M. H. Fleischer  
Trustee

STATE OF ARIZONA ]  
                          ] ss.  
COUNTY OF MARICOPA]

The foregoing instrument was acknowledged before me on \_\_\_\_\_,  
1987 by M. H. Fleischer, Trustee.

Margaret J. Craft  
Notary Public

My Commission Expires:  
July 14, 1987



4934-036

Mail to  
DIVERSIFIED TITLE CORPORATION  
10 EAST BALTIMORE STREET  
SUITE 1212  
BALTIMORE, MD 21202

**UNIFORM COMMERCIAL CODE - STANDARD FORM  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3**

REGISTERED  
BOOK **512** PAGE **514**

**INSTRUCTIONS**

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer.
3. Enclose filing fee(s), and fill in original Financing Statement number and date filed.
4. If the space provided for one item(s) on the form is inadequate the item(s) should be described on additional sheets, preferably 3" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with the serial three copies of Form UCC-3. Long schedules of collateral, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
5. If collateral is crops or yields which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return third copy as an acknowledgment.

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)  
Horn & Hardart Finance Corporation  
1163 Avenue of the Americas  
New York, NY 10036

2. Secured Party(ies) and address(es)  
Insured Pension Investors 1983  
(a Delaware Limited Partnership)  
3443 North Central Avenue  
Phoenix, AZ 85012

3. Maturity date (if any):  
For Filing Officer (Date, Time and Filing Office)

SECURITY FEE 10.00  
POSTAGE .50  
#14314 0237 801 112:55  
MAY 29 87  
*we*

4. This statement refers to original Financing Statement bearing File No. 254353, Book 479, Page 103  
Filed with County of Anne Arundel Date Filed October 24 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.

4934-036

No. of additional Sheets presented:

Insured Pension Investors 1983  
(a Delaware Limited Partnership)  
By Franchise Finance Corporation of America

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

**UNIFORM COMMERCIAL CODE - STANDARD FORM  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3**

REGISTERED  
REGISTRY, INC.

**INSTRUCTIONS**

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer.
3. Enclose filing fee(s), and fill in original Financing Statement number and date filed.
4. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5 1/2" x 8" or 8 1/2" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3. Long schedules of collateral, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
5. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return third copy as an acknowledgement.

BOOK 512-515

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)  
Baltimore Food Systems, Inc.  
1840 York Road, No. 11  
Timonium, MD 21093

2. Secured Party(ies) and address(es)  
Robin Roach and M.H. Fleischer,  
not individually or personally,  
but solely as trustee under a trust  
agreement dated as of October 4,  
1984 c/o PFCA  
3443 North Central Avenue  
Phoenix, AZ 85012

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
POSTAGE .50  
MAY 28 11:55 AM '87  
WL

4. This statement refers to original Financing Statement bearing File No. 255194, Book 481, Page 332  
Filed with County of Anne Arundel Date Filed January 11 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.

4934-036

No. of additional Sheets presented:

Robin Roach and M.H. Fleischer, not individually or personally but solely as trustee under a trust agreement dated as of October 4, 1984

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: M. H. Fleischer  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

**STANDARD FORM - FORM UCC-3**





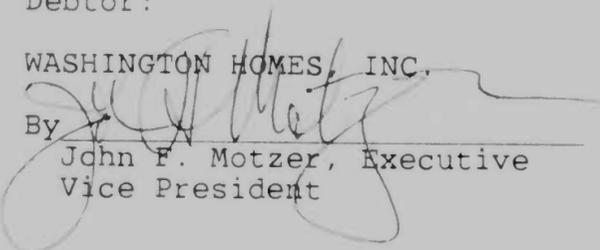
carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, service contracts, utility contracts, options, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the said land and collateral and its development, occupancy and use.

- 4. The aforesaid items are included as security in a deed of trust given by Debtor to Patricia A. Brian and Anna M. Marcellino, Trustees, dated October 29, 1982, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3529, folio 362 and a modification of deed of trust recorded or intended to be recorded among the aforesaid Land Records securing an indebtedness owed by Debtor to The First National Bank of Maryland.
- 5. Proceeds of collateral are also covered.
- 6. The land consists of approximately 23.5 acres located in Anne Arundel County, Maryland and is more particularly described in the Deed of Trust referred to above.

Debtor:

WASHINGTON HOMES, INC.

By   
John F. Motzer, Executive  
Vice President

To the Filing Officer: After this statement has been recorded, please mail the same to: George R. A. Jones, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.



267791

512 PAGE 519

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 67500.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Ferguson Trenching Co., Inc.

123 Revell Highway  
Annapolis, MD 21401

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

Model 943 Caterpillar Track Loader S/N 19200609

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)

Ferguson Trenching Co., Inc.

FARMERS NATIONAL BANK OF MARYLAND

*[Handwritten Signature]*

BY *[Handwritten Signature]*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

1100  
472.50  
50

512 520

267792

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 Wentz, Robert T/A Bowen & Wentz Excavating  
Address 1417 Bayhead Road Annapolis, MD 21401

2. SECURED PARTY

Name Baldwin Service Center, Inc.  
Address Defense Hwy. 450 & 178 Annapolis, MD 21401  
Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"ALL 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." CHECK  THE LINES WHICH APPLY

ASSIGNEE OF THE SECURED PARTY:  
Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above 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 Wentz T/A Bowen & Wentz Excavating

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

Credit Alliance Corporation

[Signature]  
(Signature of Secured Party)

Larry F Kimmel Asst. V.P.  
Type or Print Above Signature on Above Line

18.  
50

CONDITIONAL SALE CONTRACT NOTE

Robert Wentz T/A

TO: Baldwin Service Center, Inc.

FROM: Bowen & Wentz Excavating

Defense Hwy. 450 & 178 Annapolis, MD 21401

1417 Bayhead Road Annapolis, MD 21401

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

One (1) 1987 Navistar Model 1954 Dump Truck S/N 1H1LDTVN4GHA60422 with 10' Snyder Dump Body

- (1) TIME SALES PRICE \$ 47,907.00
(2) Less DOWN PAYMENT IN CASH \$ 4,149.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 43,758.00

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 1417 Bayhead Road Annapolis, MD 21401

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Forty three thousand seven hundred fifty eight and 00/100\*\*\*\*\* Dollars (\$ 43,758.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 21st day of May 19 87, and continuing on the same date each month thereafter until paid, the first 59 installments each being in the amount of \$ 729.30 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 any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKER(S):

Date: April 20, 19 87

Robert Wentz T/A Bowen & Wentz Excavating (SEAL)

Accepted Baldwin Service Center, Inc. (SEAL)

By: Shada L. Baldwin, Pres. (Witness as to Buyer's and Co-Maker's Signature)

By: [Signature] Co-Buyer-Maker: (SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

By: [Signature] (Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by



**TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)**

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all 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 U.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 effectivness 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 thereon, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney in fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York. Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed, Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof 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 but 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 Title of Officer, "Partner" or "Member")  
 Signature of Seller

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 512

ASSIGNMENT

BOOK 512 PAGE 523

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated April 20, 1987

between Baldwin Service Center, Inc. as Seller/Lessor/Mortgagee and Robert Wentz T/A Bowen & Wentz Excavating 1417 Bayhead Road Annapolis, MD 21401 (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, if 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 therein 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, liens, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 43,758.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 20th day of April 1987

Baldwin Service Center, Inc. (SELLER)

By [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one of more partners sign.)

800 512 524

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 434 Page No. 155  
Identification ~~XXXXXX~~ 236645 Dated 5/6/87

1. Debtor(s) { Robert E. Baltz  
Name or Names—Print or Type  
785 Shelton Road, Crownsville, MD 21032  
Address—Street No., City - County State Zip Code

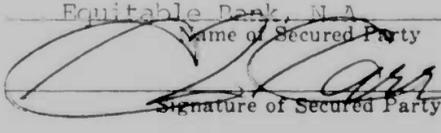
2. Secured Party { Equitable Bank, N.A.  
Name or Names—Print or Type  
100 S. Charles St. Baltimore, MD 21201  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

SEARCH FEE 10.00  
SERIALS .50  
44760 6345 R01 T09:46  
JUN 1 87  
WL

<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 type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Dated: 5/6/87  
Equitable Bank, N.A.  
Name of Secured Party  
  
Signature of Secured Party  
C.L. Carr, Assistant V.P.  
Type or Print (Include Title if Company)

10.50

267793

BOOK 512 PAGE 523

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Signet Bank/MD

Address 7 St. Paul Street, 5th Fl., P. O. Box 1077, Baltimore, Md. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Signet Bank/MD of certain lease payments under a certain True Lease Assignment dated April 27, 1987 Schedule # 01, dated 4/29/87 between Assignor as Lessor and Lease Account # 787240 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 6, 1987 between Assignor and Assignee:

Ford S/N's 1FDWR74N8GVA37465, 1FDWR74N6GVA37478  
2 (two) Model 600 Tymco Air Sweepers mounted on 1986 Ford LN-700-D and equipped with 8.2 liter detroit diesel, john deere Aux diesel, all standard equipment, Aux. hand hose, early warning system, hour meter, automatic shut down, coated blower, chip seal kit, alternating flashers, Tymco S/N's 8711SNG61617, 8711SNG61517,  
CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

[Signature]  
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

SIGNET BANK/MD

[Signature]  
(Signature of Secured Party)

John S. Tuccitto, V.P.

Type or Print Above Name on Above Line

Filed in Anne Arundel County.

TERMINATION STATEMENT

BOOK 312 PAGE 525

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. 248508 Dated 7-19-83

Record Reference liber 464 folio 449

- 2. DEBTOR:

Name: Barry G Kohan T/A Bagel Place Annapolis  
(Last Name First)

ADDRESS: Annapolis Mall, Defense Highway, Stall 106 Annapolis, MD 21401

REGISTRATION FEE 10.00  
SEARCH FEE .50  
ADDRESS CORRECTED 109:48  
JUN 1 87  
wl

- 3. SECURED PARTY IS:

NAME: Union Trust Co. of Maryland

ADDRESS: 7 St. Paul Street Baltimore, MD 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return the same to the party designated below:

RETURN TO: DEBTOR'S ADDRESS please see above

SECURED PARTY

Union Trust Co. of Maryland

BY: [Signature]  
(TITLE)

DATED: [Signature] .19 83

15.50

512 11527  
267792

TO BE } RECORDED IN LAND RECORDS  
 NOT TO BE }  
 SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$9,000.00  
 NOT SUBJECT TO } Recording Tax Paid Only on Items Subject to Said Recording Tax. Total Debt: \$18,000.00

FINANCING STATEMENT

1. Debtor(s):  
BABE'S, INC. and CYPRESS PROMOTIONS, INC. v/a T.J.'s SALOON  
Name or Names—Print or Type  
201 Baltimore-Annapolis Boulevard, Severna Park, Md. 21146  
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:  
BALTIMORE CIGARETTE SERVICE, INC.  
Name or Names—Print or Type  
140 S. Azar Avenue, 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).

SEE ATTACHED

4. If above described personal property is to be affixed to real property, describe real property.

RECORD FEE 13.00  
RECORD TAX 63.00  
POSTAGE .50  
314736 (145 801 TOP 450)  
JUN 1 87

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):  
BABE'S, INC.  
By George D. Stomata Pres.  
CYPRESS PROMOTIONS LIMITED  
By George D. Stomata Pres.

Secured Party:  
BALTIMORE CIGARETTE SERVICE, INC.  
By Robert E. Carlucci  
(Company, if applicable)  
Robert E. Carlucci, President  
(Signature of Secured Party)  
Type or Print (Include title if Company)

TO THE FILING OFFICE: After this statement has been recorded please mail the same to:

Name and Address Zell Margolis, Esq. 200 E. Lexington Street  
1313 Court Square Bldg. Baltimore, Md. 21202  
Lunas Bro. Form F-1

13 63 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 201 Baltimore-Annapolis Boulevard, Severna Park, Md. 21146 (t/a T.J.'s Saloon).

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).

512 520  
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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. \$ 75,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$525.00.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Whittington, Robert E. T/A Whittington Excavating  
Address 111 Church Road Arnold, MD 21021

2. SECURED PARTY

Name Credit Alliance Corporation  
Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"ALL 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 18.00  
RECORDING TAX 25.00  
POSTAGE .50  
JUN 1 1997

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Robert E. Whittington T/A Whittington Excavating

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

Credit Alliance Corporation

[Signature]  
(Signature of Secured Party)

Larry F Kimmel Asst. V.P.  
Type or Print Above Signature on Above Line

**CREDIT ALLIANCE CORPORATION**770 LEXINGTON AVENUE  
NEW YORK, NEW YORK 10021**—SECURITY AGREEMENT—  
MORTGAGE ON GOODS AND CHATTELS**

512 12-5311

THIS MORTGAGE made the 7th day of May, 1957 by and betweenRobert E. Whittington 3/A Whittington Excavating, having his principal place of  
business at 111 Church Road Arnold, MD 21021Mortgagor and Credit Alliance Corporation

Mortgagee

**WITNESSETH**

1. To secure the payment with interest thereon and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property") to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations (time being of the essence hereof and of the Mortgage Obligations), then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee, upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business, which is Mortgagor's address shown above, unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1 1/2% of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons;

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagor is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement;

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein;

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personal and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor, agreeing to deliver to Mortgagee appropriate waivers satisfactory to Mortgagee, of owners and/or mortgagees of any such premises;

(e) Mortgagor shall comply so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument;

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense, including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding, either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property;

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York. Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

BOOK 512 11-301  
531

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased) respectively on the effective date of any such change in prime rate to the extent of 10% for each 25% change in the prime rate; however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee will demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations or to take immediate possession of the Mortgaged Property or to foreclose at any time this Mortgage, or to demand full performance or fulfillment or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the terms therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall inure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall inure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST  
Robert E. Whittington T/A Whittington Excavating (Seal)  
Mortgagor  
By Robert E. Whittington  
Secretary (Title)

STATE OF Maryland  
COUNTY OF Anne Arundel

Robert E. Whittington being duly sworn, deposes and says  
Owner of Whittington Excavating

- 1. He is the Owner of Whittington Excavating (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
- 2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
- 3. Mortgagor is solvent and justly indebted to Credit Alliance Corporation (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
- 4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor's property has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
- 5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this \_\_\_\_\_

day of \_\_\_\_\_ 19 \_\_\_\_\_

John Patrick White  
NOTARY PUBLIC

NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires July 1, 1990

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ SS  
I, \_\_\_\_\_ a Notary Public duly qualified in and for said County and State, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ in (Place) \_\_\_\_\_ in said County, before me personally appeared \_\_\_\_\_ to me personally well known

(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered the same before me and who upon being first duly sworn by me stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership) and known as and to be a member of the partnership of \_\_\_\_\_ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered same before me, who upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_ who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at \_\_\_\_\_ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written.

(Notary Seal) John Patrick White NOTARY PUBLIC

512 532

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated May 7, 1987 between the under-  
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	New Autocar Tandem axle Dump Truck W/14' steel J & J Dump Body	1986	DK64B	1WBUCCE4GU300990
	The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

Robert E. Whittington T/A  
Whittington Excavating

By: Robert E. Whittington

BOOK 512 PAGE 533

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 462

Page No. 100

Identification No. 247446

Dated 5/25/83

1. Debtor(s) } Annapolis Message Center  
Name or Names—Print or Type  
238 West Street Annapolis, MD 21401  
Address—Street No., City - County State Zip Code

2. Secured Party } The Equipment Leasing Co.  
Name or Names—Print or Type  
Ruxton Towers Box 307 Riderwood Maryland 21137  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

RECORD FEE 10.00  
POSTAGE .50  
471 035 001 110:02  
JUN 1 87  
WL

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>TERMINATION</p>

Dated: \_\_\_\_\_

The Equipment Leasing Co.  
Name of Secured Party

*[Signature]*  
Signature of Secured Party

G. Arnold Kaufman, Vice Pres.  
Type or Print (Include Title if Company)

1530

~~STATE OF MARYLAND~~  
ANNE ARUNDEL COUNTY  
FINANCING STATEMENT FORM UCC-1

BOOK 512 PAGE 532  
Identifying File No. 267796

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis Performance Boats, Inc.  
Address 2830 Solomons Island Road #B, Edgewater, MD 21037

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation  
Address P.O. Box 3190, Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

All inventory of whatever kind or nature, including but not limited to boats, boat trailers, boat motors, marine equipment and accessories whether attached to the boats or boat trailers or otherwise, wherever located, now owned or hereafter acquired or in the possession, custody or control of Debtor, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and accessories thereto and thereof, and all other goods used or intended to be used in conjunction therewith, and all proceeds thereof (whether in the form of cash, equipment, instruments, chattel paper, general intangibles, accounts or otherwise).

Not subject to recordation tax.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

William A. Bassett  
(Signature of Debtor)

WILLIAM A. BASSETT  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Borg-Warner Acceptance Corporation

James N. Merker  
(Signature of Secured Party)

JAMES N. MERKER  
Type or Print Above Signature on Above Line

RECORDED FEE 11.00  
STAMP .50  
267796 UCC 801 7:11:01  
JUN 1 87  
WV

MARYLAND FINANCING STATEMENT

BOOK 512 OF 505

(xx) Not Subject to Recordation Tax (C/S/C)

267797

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE HEW Inc. T/A Latela's  
(Name or Names)  
2733 Annapolis Road Jessup, Md. 20794  
(Address)

LESSEE \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

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:  
See attached Schedule A

RECORD FEE 12.00  
POSTAGE .50  
M-4990 (777) 801 T10:52  
JUN 1 87

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE  
HEW Inc. T/A Latela's  
By: H.E. Williamson Pres.  
(Title)  
H.E. Williamson  
(Type or print name of person signing)  
By: \_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Type or print name of person signing)

LESSOR  
CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
By: Brian G. Connelly Mgr.  
(Title)  
Brian G. Connelly  
(Type or print name of person signing)

Return to:  
CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234

1780

BOOK 512 PAGE 530

SCHEDULE A

Attached to and made a part hereof Equipment Lease No. SSC 2072  
dated May 8, 1987.

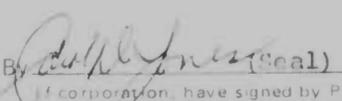
<u>Quantity</u>	<u>Software</u>	<u>Description</u>
		Retail Solutions, Inc., "The Retailer"
		Inventory Control
		Purchasing & Receiving
		Point-of-Sale
		Mail List Management
		Utilities
		Automatic Purchasing
		Accounts Receivable
		Programmed Beverage Journal Data Base
	<u>Hardware</u>	
		IBM 286 XT Computer w/(1) 1.2M Floppy Drive
20		Meg Internal Harddisk Drive
		4-port Asynchronous Communication Board
2		Kingtron JX-50 Electric Cash Registers
3		Metrologic Table Top Scanners
		Okidata 192 Printer with barcode generation capability
2		Uninterruptable Power Supply Units

Approved and agreed to this 8th day of May, 1987

Lessee: HEW Inc. T/A Latela's Lessor: Chesapeake Industrial Leasing Co., Inc.

By: *He Williams* By: *Brian Connelly*

BOOK 512 P-537  
267798

 <b>Maryland Financing Statement</b> <small>All information must be typewritten or printed in ink.</small>		File No.
(Not to Be) <del>Not to Be</del> Recorded in the Land Records.* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es) Jones, Carol c/a Jones Minority Services 752 Stinchomb Road Severna Park, Anne Arundel, MD 21146		Secured Party Name and Address The CIT Group/Equipment Financing, Inc. 1301 York Road Lutherville, MD 21093
<del>Asset of Secured Party</del> <del>CIT Corporation</del>		The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.
This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small> One (1) New 1987 Ford LT9000 Dump Truck S/N 1FDZU90W9HVA33173 One (1) New 14' E & S Aluminum Beated Body S/N 87030273		
<p style="text-align: right;"> <small>RECORD FEE 12.00</small>  <small>STAMP .50</small>  <small>PL CIT 001 110:53</small>  <small>JUN 1 87</small>  <i>WE</i> </p>		
Proceeds of collateral are also covered.		
* If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>Carol Jones</u> <u>c/a Jones Minority Services</u>		Secured Party <u>The CIT Group/</u> <u>Equipment Financing, Inc.</u>
By <u></u> (seal) Title _____ <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>		By <u></u>
<u>Carol Jones</u> <small>Type or print name(s) of person(s) signing</small>		<u>Diane Grossman</u> <small>Type or print name of person signing</small>

*1250*



CDF/03-16-87  
9794X  
SSA-SFC(0)(4)  
SSA-CONST/PERM(4)

BOOK 512 PAGE 529

stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land. Some or all of the aforesaid items are or are to become fixtures upon the aforementioned land.

4.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in Anne Arundel County, Maryland which is more particularly described in the said deed of trust and in Exhibit A hereto.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Deed of Trust Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of \$ 640,000.00. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations under the provisions of such Deed of Trust Note, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

Debtor:

Nicholas Cannistraro Jr.  
Nicholas Cannistraro

Margaret C. Cannistraro  
Margaret C. Cannistraro

Date: May 18, 1987

To the Filing Officer: After this Statement has been recorded, please mail the same to:

BAY TITLE COMPANY  
P. O. Box 3323  
Annapolis, Maryland 21403

CDF/03-16-87  
9794X  
SSA-SFC(0)(4)  
SSA-CONST/PERM(4)

512 540

FINANCING STATEMENT

by  
Nicholas Cannistraro and  
Magaret C. Cannistraro, Debtors

and

STERLING BANK & TRUST CO., Secured Party

EXHIBIT A

Description of land

SEE SCHEDULE A -- PROPERTY DESCRIPTION ATTACHED

SCHEDULE A - PROPERTY DESCRIPTION

512 511

BEGINNING for the same at a point located on the East Side of Millvale Road and at the beginning of the South 25 degrees 45' East 962.04 foot line of the conveyance from William T. Davidson and Kate C. Davidson, his wife, to Richard E. Davidson and Mildred M. Davidson, his wife, by deed dated September 9, 1976 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2893, Page 604;

THENCE running from the place of beginning so fixed and leaving said Millvale Road and running with part of said line as now found South 25 degrees 42' 52" East 534.87 feet to a pipe set;

THENCE leaving said line and running through the above mentioned conveyance for new lines of division South 35 degrees 30' West 226.48 feet to an iron pipe set and South 87 degrees 27' 19" West 204.09 feet to intersect the waters edge of Mill Creek at the end of the North 54 degrees 48' East 43.2 foot line of the above mentioned conveyance;

THENCE running with the waters edge and with the outlines of the above mentioned conveyance as now found North 25 degrees 53' 53" West 41.55 feet to a point;

THENCE leaving the said waters edge and continuing with the outlines of the above mentioned conveyance as now found North 60 degrees 18' 17" East 34.52 feet to an iron pipe found and North 11 degrees 38' 17" East 279.53 feet to an iron bar found at the south end of a cul-de-sac at the end of Millvale Road;

THENCE running with the East Side of said cul-de-sac and with a curve to the left having a radius of 60.0 feet a delta angle of 138 degrees 48' 12" and a chord bearing and distance of North 14 degrees 56' 47" East 112.43 feet for an arc length of 145.35 feet to another point of curve;

THENCE with a curve to the right having a radius of 25 feet a delta angle of 58 degrees 47' 08" a tangent distance of 14.08 feet and a chord bearing and distance of North 25 degrees 01' 50" West 24.54 feet for an arc length of 25.65 feet to a point of tangency located on the East Side of Millvale Road;

THENCE with the same North 04 degrees 21' 38" East 216.85 feet to the place of beginning.

SAVING AND EXCEPTING a parcel consisting of approximately 0.535 acres more or less, starting at the place of beginning, thence South 25 degrees 42' 52" East 313 feet to a point, thence South 64 degrees 17' 08" West 80 feet to a point, thence North 74 degrees 17' 32" West 48.80 feet to a point, thence North along the curve of a cul-de-sac at the end of Millvale Road 73.44 feet to a point, thence North 04 degrees 21' 38" East 216.85 feet to the place of beginning.

CONSISTING of 2.015 acres, more or less.

SUBJECT TO a joint use declaration of February 6, 1986, recorded in the Land Records of Anne Arundel County, Maryland at Liber 4077, folio 207 and subject to the review and approval by Norman W. Lutkefedder of any building and site plans for any and all improvements to be made to the subject property, provided such approval shall not be unreasonably withheld, as provided in a Deed from Norman W. Lutkefedder to John F. Pilli & Sons, Inc. dated December 30, 1986 and recorded among the Land Records of Anne Arundel County, Maryland on January 29, 1987 at Liber 4248, folio 116.

BOOK 512 PAGE 542

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 402

Page No. 550

Identification No. 225258

Dated May 22, 1979

1. Debtor(s) { Martin and Elaine H. Nowakowski  
Name or Names—Print or Type  
{ 1190 Hillcrest Road, Odenton, (A.A.Co.), MD 21113  
Address—Street No., City - County State Zip Code

MAIL TO: 2. Secured Party { Sears, Roebuck and Company  
Name or Names—Print or Type  
{ 6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

RECORD FEE 13.00  
POSTAGE .50  
7072 0040 001 734:26  
JUN 1 87  
lee



<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: MAY 06 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)

Return to:  
Maher & Maher  
305 Compton Ave.  
Laurel, MD. 20707

1859

267800

BOOK 512 PAGE 513

FINANCING STATEMENT

XXX subject to recordation tax  
A.A. Co. Circuit Court  
\$ 27,250.00 Taxable Debt

1. Name of Debtor(s): Evergreen Acres D.S.L.P.  
Address: 3243 Elvaton Drive  
Pasadena, Md. 21122

2. Name of Secured Party: Annapolis Banking & Trust Co.  
Address: P.O. Box 311  
Annapolis, Md. 21404

3. Name of Assignee: Annapolis Banking & Trust Co.  
Address: Annapolis, Maryland

RECORD FEE 13.00  
RECORD TAX 172.50  
SIGNATURE .50  
JUN 17 0345 001 114:58  
JUN 1 87

4. This Financing Statement covers the following types (or items) of property:  
1987 Dresser Payloader Model # S10B Ser. # 1367

5. (If collateral is goods which are or are to become *res movens*—describe real estate, include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

Debtor(s): Evergreen Acres D.S. L.P.

Secured Party:

BY: X *Gerald C. McLean*  
Gerald C. McLean  
BY: X *Donald A. Riggins*  
Donald A. Riggins

Annapolis Banking & Trust Co.  
(Type Name of Dealership)

By: *Karen Q. Trettin*  
(Authorized Signature)

Karen Q. Trettin/ Sr. Branch Officer  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

13  
19250

The appropriate amount of documentary stamps are affixed to a certain Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security for the same indebtedness. 267801

TO BE RECORDED IN LAND RECORDS       SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF  
 NOT TO BE RECORDED IN LAND RECORDS       NOT SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 512

**FINANCING STATEMENT**

Date: May 13, 1987

1. Debtor(s): BAY MANOR REAL ESTATE LIMITED PARTNERSHIP  
 Name or Names—Print or Type  
7779 New York Lane, 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: EQUITABLE BANK, NATIONAL ASSOCIATION  
 Name or Names—Print or Type  
100 S. Charles Street, Baltimore, Maryland 21201  
 Address—Street No., City - County State Zip Code  
 Attention: Healthcare Banking

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

See EXHIBIT "B" attached hereto.

4. If above described personal property is to be affixed to real property, describe real property.

See EXHIBIT "A" attached hereto.

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): BAY MANOR REAL ESTATE LIMITED PARTNERSHIP  
[Signature]  
 (Signature of Debtor)

BY: Gary Attman, General Partner  
 Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

(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 Jeffrey P. McCormack, Esq.  
Senne, Bowen & Senne  
250 West Pratt Street  
Baltimore, Maryland 21201

## SCHEDULE A

512 545

Beginning for the same at an iron pipe found in the closing line of the first parcel of the conveyance by Charles Saffield, et al., to Sarah Saffield, by Deed dated November 22, 1875, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber S.H. No. 10, folio 72, of which the 30 acres conveyed by Severn K. Arnold to James Krest and wife by Deed dated September 12, 1908, and recorded among the Land Records of Anne Arundel County, are a part; the said 30-acre conveyance is Parcel No. 1 of the conveyance by Louis M. Strauss, Trustee, to Bernard Crist, et al., by Deed dated June 6, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 274, folio 91; the said beginning point being at the beginning of the closing line of the conveyance by Louis M. Strauss, Trustee, to Adam Crist and Gertrude Crist, his wife, by Deed dated January 20, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 461, folio 6; thence leaving said beginning point so fixed and said conveyance to Adam Crist and running with part of said closing line and also with the conveyance by Ernest Mueller, Jr., and wife to William F. Harting and wife by deed dated October 10, 1951; and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 649, folio 143 (see also plat of the C.M. Bassford property filed among the Plat Records of Anne Arundel County in Plat Book 10, Plat No. 16), South 38 degrees 24 minutes West 579.49 feet to an iron pipe now set near the head of a ravine and at the end of the second, or South 36 degrees 30 minutes East 889 foot line of the second parcel of the conveyance by Louis M. Strauss, Trustee, to Bernard Crist, et al., by Deed dated June 6, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 274, folio 91; thence leaving said closing line of the conveyance by Charles Saffield, et al., to Sarah Saffield and running with the outlines of said second parcel, as now surveyed, and a ravine North 64 degrees 01 minute 40 seconds West 172.30 feet to an iron pipe now set, North 43 degrees 30 minutes 30 seconds West 253.10 feet to an iron pipe now set, North 64 degrees 33 minutes 10 seconds West 301.2 feet to an iron pipe now set, North 43 degrees 49 minutes West 276.9 feet to an iron pipe now set; and North 84 degrees 13 minutes 40 seconds West 292.25 feet to an iron pipe now set in a marsh at the junction of said ravine with a marsh running north and south, thence running up said marsh, South 4 degrees 50 minutes 40 seconds East 332.92 feet; thence leaving the outlines and running through said conveyance, South 51 degrees 36 minutes East 1010.94 feet to intersect the said closing line of the first parcel of the conveyance by Charles Saffield, et al., to Sarah Saffield; thence running with part of said line, North 38 degrees 24 minutes East 325.0 feet; thence leaving said line and running through said conveyance to Sarah Saffield, North 78 degrees 41 minutes 30 seconds East 632.29 feet to the westernmost side of the county road from Arnold to Jones Station; thence running with said county road, North 15 degrees 15 minutes East 308.0 feet to an iron pipe now set at the beginning of the North 68 degrees 30 minutes West 298.5 foot line of the conveyance by Louis M. Strauss, Trustee, to Adam Crist and wife by Deed dated January 20, 1947, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. No. 461, folio 6; thence leaving said county road and running with said line as now surveyed, North 68 degrees 06 minutes west 298.5 feet to the place of beginning. Containing 14.30 acres of land, more or less.

SAVING AND EXCEPTING therefrom all that property contained in a Deed dated December 1, 1971 and recorded among the Land Records of Anne Arundel County in Liber No. 2453, folio 757 which was granted and conveyed by Adam Crist, et al to Anthony Rezendes and Susan L. Rezendes, his wife, containing 2.0817 acres of land, more or less.

SAVING AND EXCEPTING also therefrom all that property contained in a Deed dated July 6, 1981 and recorded among the Land Records of Anne Arundel County in Liber No. 3425, folio 57 from Adam Crist and Gertrude Crist unto James Crist and Ruth Crist, containing 1.591 acres of land, more or less.

SAVING AND EXCEPTING also therefrom all that property contained in a Deed dated June 4, 1968 and recorded among the Land Records of Anne Arundel County in Liber No. 2179, folio 589, from Adam Crist and Gertrude Crist, his wife, and James Crist and Ruth Crist, his wife, to Anne ARundel County, Maryland.

EXHIBIT B TO FINANCING STATEMENT

- A. The interest of Debtor in all building materials and fixtures, equipment, furniture, furnishings and inventory of every kind and nature whatsoever now or hereafter located or contained in or upon or attached to the real property described in Paragraph 4 of this Financing Statement, and the improvements thereon (such real property and the improvements herein referred to as the "Property") or any part thereof, and used or useable in connection with any present or future use or operations of the property, or any part thereof, whether now owned or hereafter acquired by the Secured Party, the Debtor or others, together with all alterations, additions, accessories, and improvements thereto, substitutions therefor and renewals and replacements thereof; and together with all proceeds thereof in accordance with the terms of the loan documents including the proceeds, if any, of all insurance policies in connection therewith and all condemnation awards. The property is also described in a certain Deed of Trust of even date herewith between Debtor and trustees for the benefit of the Secured Party.
  
- B. The interest of Debtor in any and all judgments, awards or payments (other than insurance payments belonging to Debtor), as a result of or in connection with, (i) any taking of property or any part thereof under the power of eminent domain, either temporarily or permanently, and (ii) any other injury or damage to the property.
  
- C. The interest of the Debtor in all payments or prepaid premiums, from all casualty insurance policies covering the property.
  
- D. All leases and rents with respect to the subject property, including security deposits, reserving to Debtor the right to collect rents until notified to the contrary by Secured Party.
  
- E. 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.
  
- F. 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.
  
- G. 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.
  
- H. All of the Debtor's right, title and interest in any plans, specifications or development documents, now existing or hereafter created, relating to the Property.

The appropriate amount of documentary stamps are affixed to a certain Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security for the same indebtedness.

267802

TO BE  
 NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF

\$ 512.54

FINANCING STATEMENT

Date: May 13, 1987

1. Debtor(s):  
BAY MANOR NURSING HOME, INC.  
Name or Names—Print or Type  
7779 New York Lane, 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:  
EQUITABLE BANK, NATIONAL ASSOCIATION  
Name or Names—Print or Type  
100 S. Charles Street, Baltimore, Maryland 21201  
Address—Street No., City - County State Zip Code  
Attn: Healthcare Banking

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).  
See EXHIBIT "A" attached hereto.

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): BAY MANOR NURSING HOME, INC.

SECURED PARTY:

By: [Signature]  
(Signature of Debtor)

GARY ATTMAN, GENERAL PARTNER

Type or Print

(Company, if applicable)

(Signature of Debtor)

(Signature of Secured Party)

Type or Print

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Jeffrey P. McCormack  
Senmes, Bowen & Senmes  
250 W. Pratt Street  
Baltimore, Maryland 21201

1200  
520

EXHIBIT A TO FINANCING STATEMENT

512 549

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.

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 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. Other. All of the Debtor's right, title and interest in any plans, specifications or development documents, now existing or hereafter created, relating to the construction of Bay Manor Nursing Home.



267803

Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ 130,000.00
- To Be Recorded in Land Records of \_\_\_\_\_

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel County

1. Debtor(s)	NAME			ADDRESS		
	Street	City	State	Street	City	State
	Hollywood Beauty School Inc.	6202 60th Avenue, Riverdale, Maryland	20737	8435 Old Annapolis Road, New Carrollton, Maryland	20784	
		7485 Baltimore Annapolis Rd., Glen Burnie, MD	21061			
2. Secured Party:	SOVRAN BANK/MARYLAND 6610 Rockledge Drive, Bethesda, MD 20817 Attn: Loan Administration					

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check  one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: \_\_\_\_\_

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SOVRAN BANK/MARYLAND

By: Michael Shank

Type Name Michael J. Shank

Title Assistant Vice President

Debtor(s) or Assignor(s)

Hollywood Beauty School Inc.

By: Carl F. Catlin, Jr. pres

Carl F. Catlin, Jr., President

Type or Print Name and Title of Each Signature

I certify under penalty of perjury that recordation tax in the amount of \$ 429.00 was paid ON 5-19-87 to MARYLAND STATE County. DEPT. OF ASSESSMENTS & TAXATION

Authorized Signature

512 4-550

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

267802

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ 6,200.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
_____	THE FIRST NATIONAL BANK OF MARYLAND
<u>Blumenthal, Wayson, Downs &amp; Offutt, P.A.</u>	Attn <u>Cathy Lewis</u>
<small>(Name)</small>	<small>(Name of Loan Officer)</small>
<u>80 West Street</u>	<u>18 West Street</u>
<small>(Address)</small>	<small>(Address)</small>
<u>Annapolis, Maryland 21401</u>	<u>Annapolis, Maryland 21401</u>

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

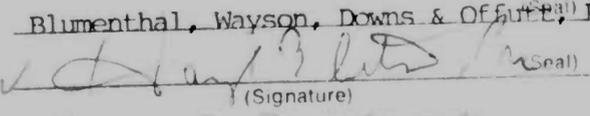
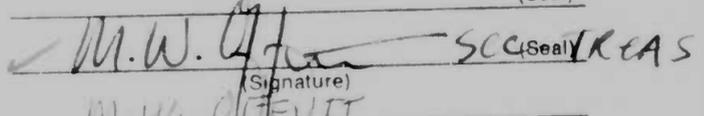
See attached Schedule A

RECORD FEE 11.00  
 RECORD TAX 45.50  
 POSTAGE .50  
 715272 0345 R01 711 #34  
 JUN 2 87  
 WL

2. The collateral property is affixed to or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate

Record Owner, if different from the Debtor: \_\_\_\_\_

- 3.  Products of the collateral are also specifically covered
- 4. Mr. Clerk, Mail instrument to Secured Party named above or Assignee, if any, at the address stated

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
<u>Blumenthal, Wayson, Downs &amp; Offutt, P.A.</u>	_____ (Seal)
	 SCC Seal KEAS
<small>(Signature)</small>	<small>(Signature)</small>
<u>HARRY C. BLUMENTHAL</u>	<u>M.W. OFFUTT</u>
<small>(Print or Type Name)</small>	<small>(Print or Type Name)</small>

4530  
50

512-571

Schedule A

1 5160268 IBM XT Computer 256K Memory  
Enhanced Keyboard 1 360 Disk Drive  
Serial # 2126307  
1 AST 6 Pack with 384K Clock/Calendar  
1 ST238 30 MB Segate Hard Disk  
1 5153001 IBM Color Monitor  
Serial # 5153001  
AST CGR Color Monitor Card

1 Maynard Mainstream Tape Adapter Card  
1 XT Computer Stand  
1 PC Cable Extender Set  
1 Printer Cable  
1 Surge Protector  
2 Box XT Diskettes

1 NEC 8800 Letter Quality Printer  
1 IBM Parallel 6150 Module  
1 Printer Cable

267805

512 552

A ANNE ARUNDEL 233 78 8497

Buyer's (Debtor's) Name (Last name, first) <b>Adams, Gary K.</b>	Purchaser's Mailing Address <b>160 Nutwell Rd., Lothian, MD</b>	Zip Code <b>20711</b>
Buyer's (Debtor's) Name (Last name, first)	Purchaser's Mailing Address	Zip Code
Seller's Name <b>Annapolis 4A Rentals &amp; Sales</b>	Seller's Address <b>1919 Lincoln Dr., Annapolis, MD</b>	Zip Code <b>21401</b>
BUYER'S SOC. SEC. NO. (First Signer) <b>233-78-8497</b>		

DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:

QTY	N=New U=Used	Manufacturer	MODEL	GOODS (Equipment)	Serial No.
1	N	JD	850	Utility Diesel Tractor MFWD, Roll guard	C40250502627
1	N	JD	75	Loader w/bucket & Grill Guard	
1	N	JD	31	Post Hole Digger	
1	N	JD	403	Rotary Cutter	

### FINANCING STATEMENT FOR FILING

RECORD FEE 11.00  
 STATE FEE .50  
 JUN 2 87

This statement is not to be recorded among the Land Records.

CHECK X ITEMS WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name of record owner)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name of record owner)
- Proceeds of collateral are also covered.
- Products of collateral are also covered.

Transaction ~~is~~ (is not) subject to recordation tax imposed by Article 81, Sections 277 & 278.  
 Principal amount of debt initially incurred \$ \_\_\_\_\_

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**  
 POB 65090  
 WEST DES MOINES, IA 50265

NOTE - Type name under each signature and if company, type name of company and name and title of authorized signer.

Mail to: **John Deere Company**  
 P.O. Box ~~385~~ 4949  
 Syracuse, N.Y. ~~13201~~ 13221

Anne Arundel, MD

Debtor resides in Anne Arundel, MD Note dated and signed 4/22/87 Debtor's Telephone No. (301)-956-2157  
 (County) (State) (Date)

*Gary K Adams*  
 (Debtor's Signature)

GARY K ADAMS

(Debtor's Signature)

*Annapolis 4A Rentals*  
 (Seller's Name)

*Daniel B Graham*  
 (Secured Party) Signature DANIEL B GRAHAM

(Do not write below this line)

11/50

267806

BOOK 512 PAGE 553

Buyer's (Debtor's) Name (Last name first) <u>SMITH, DONALD</u>	Purchaser's Mailing Address <u>107 ...</u>	Zip Code <u>...</u>
Buyer's (Debtor's) Name (Last name first) <u>...</u>	Purchaser's Mailing Address <u>...</u>	Zip Code <u>...</u>
Seller's Name <u>ANNAPOLIS 4A RENTALS</u>	Seller's Address <u>...</u>	Zip Code <u>...</u>

BUYER'S SOC. SEC. NO. (First Signer) 215 02 2870

DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:

QTY	New/Used	Manufacturer	MODEL	GOODS (Equipment)	Serial No.
1	X	...	...	COMMERCIAL WALKER	TY49170105228

RECORDING FEE 12.00  
 TAX FEE .50  
 TOTAL 12.50  
 JUN 2 87

FINANCING STATEMENT FOR FILING

This statement is not to be recorded among the Land Records.

CHECK X ITEMS WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name of record owner)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name of record owner)
- Proceeds of collateral are also covered.
- Products of collateral are also covered.

Transaction  (is) (is not) subject to recordation tax imposed by Article 81, Sections 277 & 278.  
 Principal amount of debt initially incurred \$ \_\_\_\_\_

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**  
 POB 65090  
 WEST DES MOINES, IA 50265

**NOTE** - Type name under each signature and if company, type name of company and name and title of authorized signer.

Mail to: **John Deere Company**  
 P.O. Box 395X 4949  
 Syracuse, N.Y. 13221

Debtor resides in Anne Arundel (County) MD (State) Note dated and signed 4/17/87 (Date) Debtor's Telephone No. (301) 208-1117

Donald Smith (Debtor's Signature) **DONALD SMITH** (Debtor's Name)  
Clarence E. Smith (Debtor's Signature) **CLARENCE E. SMITH** (Debtor's Name)  
Judith Nelson, Sec (Seller's Signature) **ANNAPOLIS 4A RENTALS** (Seller's Name)

(Do not write below this line)

18.50

BOOK 512 PAGE 554

Buyer's (Debtor's) Name (Last name first) <b>Hall, Lyman</b>	Purchaser's Mailing Address <b>3904 Solomons Island Rd.</b>	Zip Code
Buyer's (Debtor's) Name (Last name first) <b>Annapolis 4A Rentals</b>	Purchaser's Mailing Address <b>Harwood, MD 20776</b>	Zip Code
Seller's Name <b>Annapolis 4A Rentals</b>	1919 Lincoln Dr, Annapolis, MD 21401	

BUYER'S SOC SEC NO (First Signer) **368-28-9145**

DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:

QTY	N=New U=Used	Manufacturer	MODEL	GOODS (Equipment)	Serial No.
1	U	JD	750	Utility Diesel Tractor, MFWD, Rollguard, Turftires	018766
1	U	JD	67	Loader w/54" Bucket	
1	U	JD	35	Rear Blade	
1	U	JD	403	Rotary Cutter	

RECORDING FEE 11.00  
 STATE .50  
 COUNTY 0345 801 111.25  
 JUN 2 87

**FINANCING STATEMENT  
FOR FILING**

This statement is not to be recorded among the Land Records.

CHECK X ITEMS WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name of record owner)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name of record owner)
- Proceeds of collateral are also covered.
- Products of collateral are also covered.

Transaction (is) ~~is not~~ subject to recordation tax imposed by Article 81, Sections 277 & 278. Principal amount of debt initially incurred \$ \_\_\_\_\_

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**  
 POB 65090  
 WEST DES MOINES, IA 50265

NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.

Mail to: **John Deere Company**  
 P.O. Box 588 X 4949  
 Syracuse, N.Y. 13201 X 13221

ANNE ARUNDEL, MD

Debtor resides in **Anne Arundel, MD** (County) Note dated and signed **4/27/87** (Date) Debtor's Telephone No **301-798-0292**

Lyman D. Hall  
 (Debtor's Signature)  
 LYMAN HALL

Annapolis 4A Rentals  
 (Seller's Name)

(Debtor's Signature) \_\_\_\_\_ Seller's (Secured Party) Signature **Daniel B Graham**

(Do not write below this line)

11.50

A

213 34 8241 ANNE ARUNDEL 267808

512 555

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NA

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PLEASANT PLAINS TURFF FARMS, INC.  
MILLARD B. HORTON, JR.  
Address BOX 1839 PLEASANT PLAINS ROAD  
ANNAPOLIS, MARYLAND 21401

2. SECURED PARTY

Name JOHN DEERE COMPANY  
Address POB 65090  
WEST DES MOINES, IA 50265

Person And Address To Whom Statement Is To Be Returned 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 JOHN DEERE MODEL 2155 TRACTOR S.#. L02155G602435 ENGINE S.#. CD3179D719597
  - 1 NEW JOHN DEERE MODEL 1508 GYRAMOR S.#.W01508F022050

REGISTRATION FEE 12.00  
NOTARIAL FEE .50  
TOTAL 12.50  
JUN 2 97  
or

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)

PLEASANT PLAINS TURFF FARMS, INC.  
MILLARD B. HORTON, JR.

(Signature of Debtor)  
*Millard B. Horton*

Type or Print Above Name on Above Line  
MILLARD B HORTON, JR.

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Ronald T Williams*

(Signature of Secured Party)

RONALD T WILLIAMS, ADMINISTRATOR  
Type or Print Above Signature on Above Line

1250

267809

1196

512 P-550

TO BE RECORDED:

LAND RECORDS

FINANCING RECORDS

ASSESSMENTS & TAXATION

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL

AMOUNT OF \$ \_\_\_\_\_

FINANCING STATEMENT

DEBTOR:

HILDA LUCKE & EDWIN WARRENBERGER  
Name--Print or Type

640 OPEL ROAD GLEN BURNIE MARYLAND 21061  
Address--Street No. City - County State Zip code

SECURED PARTY:

CAPITOL HEATING & AIR CONDITIONING, INC.  
Name--Print or Type

3030 S. HANOVER STREET BALTIMORE MARYLAND 21225  
Address--Street No. City - County State Zip code

ASSIGNEE:  
(If Any)

BALTIMORE GAS AND ELECTRIC COMPANY  
Name--Print or Type

1508 WOODLAWN DRIVE BALTIMORE MARYLAND 21207  
Address--Street No. City - County State Zip code

1. This Financing Statement covers a Purchase Money Security Interest in types of property described below:

2- YORK - EICSB03A06 HEAT PUMP S.E.E.R. 9.5

RECORD FEE 12.00  
POSTAGE .50  
BALTIMORE GAS & ELECTRIC CO. 711-118  
JUN 2 87

W

2. The above described personal property is to be affixed to the real property described below:

All that parcel of land as more fully described in the Land Records of Anne Arundel County, recored on December 4, 1986 in Liber 4210 and Folio 659. The improvements thereon being known as 640 Opel Road.

The name of a record owner is Hilda Lucke & Edwin Warrenberger

DEBTOR(S): Hilda Lucke Edwin Warrenberger  
Signature Signature

HILDA LUCKE EDWIN WARRENBERGER  
Printed name of person signing Printed name of person signing

TO THE FILING OFFICER: After this statement has been recorded please mail the same to: KATHY WAINWRIGHT 1508 WOODLAWN DRIVE BALTIMORE, MARYLAND 21207  
Name Address

12-50

12-50

RODRIGUEZ 3  
WHG, II/crd  
5/6/87

BOOK 512 P 507

FINANCING STATEMENT

287810

---

To be recorded among the Financing Statement Records of  
Anne Arundel County.

---

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust and Security Agreement securing a debt in the principal amount of \$150,000.00 or so much thereof as may be advanced. Recordation taxes in the amount of \$ will be paid to the Clerk, Circuit Court of Anne Arundel County at the recording of the aforementioned instrument.

**NAME OF DEBTOR:**

IGNACIO R. RODRIGUEZ, M.D.

**ADDRESS OF DEBTOR:**

288 Wroxeter Drive  
Arnold, Maryland 21012

**NAME OF SECURED PARTY:**

CENTRABANK, INC.

**ADDRESS OF SECURED PARTY:**

201 N. Charles Street  
Baltimore, Maryland 21201  
Attention: VI

1. This Financing Statement covers the following items of property:

- 1150
- A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtor and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, draperies, screens, storm windows and doors, awnings, shrubbery, plant, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Deed of Trust hereinafter mentioned.
  - B. All earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract

rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, options, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the real property described in the Deed of Trust; including also (i) all books, records, contracts, surveys, plans and specifications, drawings and other documents pertaining to the construction of the improvements now or hereafter to be constructed on the premises hereinafter described, and (ii) all licenses, permits and authorizations whatsoever issue to or for the benefit of the premises and the use of the improvements thereon described in the Deed of Trust hereinafter mentioned, and (iii) all right, title and interest of Debtor as landlord under certain leases conveyed and assigned to Secured Party pursuant to an Assignment of Lessor's Interest in Leases and Guarantees of even date herewith.

- C. Any and all awards or 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 hereinafter 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 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.

D. Proceeds of the above described collateral.

2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, being known as Unit B-1, South River Medical Center, Edgewater, in Anne Arundel County, Maryland, and more fully described in and conveyed by Debtor in the Deed of Trust, recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust and Assignment of Lessor's Interest in Lease constituting the Security Agreement to this secured transaction.

Dated: May 30, 1987

DEBTOR'S SIGNATURE:

Ignacio R. Rodriguez  
IGNACIO R. RODRIGUEZ

# Butler Leasing Company

267811

BOOK 512 PAGE 549

## FINANCING STATEMENT (FORM UCC-1)

Identifying File No. \_\_\_\_\_

Not Subject to Recording Tax (Agreement with Nominal Purchase Option)

### LESSEE (DEBTOR):

CHILL-CRAFT COMPANY INC.  
190 B Penrod Court  
Glen Burnie, Md. 21061

### LESSOR (SECURED PARTY):

BUTLER LEASING COMPANY  
9861 Broken Land Parkway, Suite 210  
Columbia, Maryland 21046

### ASSIGNEE OF LESSOR:

EQUITY BANK, N.A.  
100 South Street  
Baltimore, MD 21201

RECORD FEE 11.00  
NOTARIAL FEE .50  
JUN 2 1987 15:57  
JUN 2 87  
VB

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY  
( ) If checked, see Equipment Schedule attached hereto and made a part hereof.

- 1 TEL PLUS 816 ELECTRONIC KEY TELEPHONE SYSTEM equipped as follows:
- 1 Key Service Unit wired for 8 lines & 16 Telephones
  - 1 816 Feature Package I Program Cartridge
  - 5 Electronic Key Telephones (DSS & Speaker Phone Standard)

PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES AND PROCEEDS OF COLLATERAL  
(including Insurance Proceeds) ARE COVERED HEREUNDER

### LESSEE (DEBTOR):

CHILL-CRAFT COMPANY INC.

BY: John E. Tyssowski

John E. Tyssowski, President  
PRINT NAME & TITLE

### LESSOR (SECURED PARTY): BUTLER LEASING COMPANY

BY: Deborah Scherr

DEBORAH SCHERR, CREDIT MANAGER

TO THE FILING OFFICER: After this statement has been recorded please return to:

BUTLER LEASING COMPANY  
P. O. Box 609  
Columbia, MD 21045-0609

1130

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 801-7 Ed. 1/82

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. 2491890 recorded in  
Lib. 468, Page 32 on Nov 18 '83 (Date).

1. DEBTOR(S):  
 Name(s) RICHARD A WILLIAMS  
 Address(es) RD 2 BOX 36, HOCKESSIN, DE 19707

2. SECURED PARTY:  
 Name THE BANK MART  
 Address 948 MAIN STREET, BRIDGEPORT, CT 06604

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. SAILBOAT: 1984 TAKTAR 33. HULL # TAR33194M84D  
ENGINE # 311383  
DOC. # 664982

SEARCHED PER 10.00  
 INDEXED 5.03  
 JUN 2 87

SEARCHED PER 10.00  
 INDEXED 2.50  
 JUN 2 87

9. SIGNATURES.

SECURED PARTY  
*Virginia Dexter*  
 By VIRGINIA DEXTER  
ASSISTANT VICE President  
 (Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)  
Type name of each signature and if Company,  
type name of Company and Name and Title of  
Authorized Signer.

267812 512 10-591

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.

Patuxent Materials, Inc.  
2111 Baldwin Avenue  
Crofton, MD 21114

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

REG FEE 11.00  
REGISTRATION FEE .50  
TOTAL FEE 11.50  
JUN 2 87

Name & address of Secured Party

Furnival Machinery Company  
7135 Standard Drive  
Hanover MD 21076

Name & address of Assignee

Associated Commercial Corporation  
8002 Discovery Drive, #420  
Richmond, VA 23238

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 WA380 Wheel Loader SN/10021 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, 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

Patuxent Materials, Inc.

Signature of Debtor if applicable (Date)

*James S. Gordon III*

Furnival Machinery Company

Signature of Secured Party if applicable (Date)

*J P Whittle Secy TREAS*

*1/50*

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

512 562

FINANCING STATEMENT

267813

DATE: May 11, 1987

(XXX) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_

NAME OF DEBTOR (S): Annapolis Copy Center, Inc.

ADDRESS: 238 West Street  
Annapolis, Maryland 21401

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:**

All assets of Annapolis Copy Center, Inc. along with the following items: One (1) ITEK Duplicator SN 3213, One (1) ITEK 175 Paper Platemaker SN 16024, One (1) Streamline 200 Blueprint Machine SN 4699, One (1) Etcher, model GFNT816, One (1) ITEK 1350 Typesetter SN 420261 (CRT) and 301205 (Disk Drive), One (1) Challenge Cutter SN 25407, One (1) Numbering Machine, model SNB100, SN 1909754, One (1) Camera, model AGFA Repro 2000, SN 8053062, One (1) Royal Typewriter SN 44741610, One (1) Metal Platemaker, One (1) ITEK 175 Electronic Numbering Machine SN 842667, One (1) Punch and Bind Machine SN 1909754, One (1) 42" Paper Cutter, One (1) 36" Paper Cutter, One (1) Pressure Unit, One (1) Large Electronic Stapler SN 13627, and One (1) Multilith 1250 Press SN 374827.

RECORDED FEE 11.00  
POSTAGE .50  
JUN 24 0777 901 108:30  
JUN 3 87

DEBTOR(S):  
Annapolis Copy Center, Inc.  
(Company Name)

SECURED PARTY:  
ANNAPOLIS FEDERAL SAVING BANK

BY: *Christine Montgomery*  
Christine Montgomery

BY: *Paul R. O'Connell*  
(Authorized Signature)

BY: \_\_\_\_\_

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.)

11/3

\_\_\_ TO BE  
XXX NOT TO BE

RECORDED IN  
LAND RECORDS

\_\_\_ SUBJECT TO  
XXX NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF

\$ 512 ~~503~~

FINANCING STATEMENT

267811

1. DEBTOR (S):

HENSON SPENCER JR. EXCAVATING COMPANY INC.  
Name or Names - Print or Type

313 MARLEY NECK ROAD, GLENBURNIE, MARYLAND 21061  
Address - Street No., City - County State Zip Code

\_\_\_\_\_  
Name or Names - Print or Type

\_\_\_\_\_  
Address - Street No., City - County State Zip Code

RECORD FEE 11.00  
NOTARIAL FEE .50  
TOTAL \$11.50  
DATE 07/11/08 108-31  
BY 3 87

2. SECURED PARTY:

MID-ATLANTIC EQUIPMENT COMPANY  
Name or Names - Print or Type

9107 OWENS DRIVE, MANASSAS PARK, VIRGINIA 22111  
Address - Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe & Attach separate list if necessary).

John Deere Backhoe Loader with fully enclosed cab-extended dipperstick, 24" backhoe bucket, Model #310C, S/N T0310CB726826

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 XXX are, \_\_\_ are not covered.

7. Products of collateral \_\_\_ are, XXX are not covered.

DEBTOR (S):

SECURED PARTY:

Henson Spencer Jr  
Signature of Debtor

Henson SPENCER Jr F  
Type or Print

\_\_\_\_\_  
Signature of Debtor

\_\_\_\_\_  
Type or Print

MID-ATLANTIC EQUIPMENT COMPANY  
Company, if applicable

Carolyn W. Hollings  
Signature of Secured Party

Carolyn Hollings Self  
Type or Print (include title if Co.)

To the filing Office: After this settlement has been recorded please mail the same to:

Name & Address MID-ATLANTIC EQUIPMENT COMPANY, 9107 OWENS DRIVE, MANASSAS PARK, VA 22111



1150

267815

BOOK

512

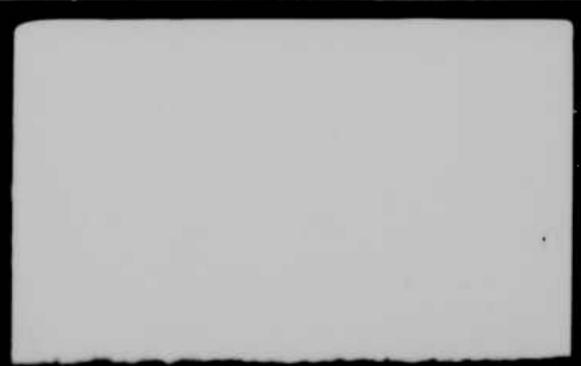
PAGE 504

 <b>Maryland Financing Statement</b> <small>All information must be typewritten or printed in ink.</small>		File No.
(Not to Be) <del>To Be</del> Recorded in the Land Records.* <small>strike inapplicable words</small>		
Debtor(s) Name(s) and Address(es) Stephen Jones Enterprises, Inc. 752 Stinchomb Road Severna Park, Anne Arundel, MD 21146	Secured Party Name and Address The CIT Group/Equipment Financing, Inc. 1301 York Road Lutherville, MD 21093	
<del>Assignor of Secured Party</del> C.I.T. Corporation	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small> Two (2) New 1987 Ford L#9000 Dump Trucks S/N's 1FDZU90W01WA32767 & 1FDZU90W01HVA33174 Two (2) New 14' B & S Heated Aluminum Bodies S/N's 87030272 & 87030274		
<small>Proceeds of collateral are also covered.</small>		
*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>Stephen Jones Enterprises, Inc.</u> By <u>[Signature]</u> (Seal) Title <u>Pres</u> <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small> <u>Stephen Jones</u> Pres <small>Type or print name(s) of person(s) signing</small>	Secured Party <u>The CIT Group/ Equipment Financing, Inc.</u> By <u>[Signature]</u> <u>Diane Grassmann</u> <small>Type or print name of person signing</small>	

RECORDED FEE 11.00  
 INDEX FEE .50  
 - CIT 077 801 108:35  
 JUN 3 87  
 We

1150

TAKE TO COURT CLERK



LIBER 1 0 9 5 FOLIO 1 0 3

419079

BOOK 512 PAGE 505

ID# 267816

FINANCING STATEMENT

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code

1 DEBTOR(S) and Address(es)  Tinker Machining Company, Inc. 781 Elkridge Landing Road Linthicum, MD 21093	2 SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203  Attn: Ed Cipro, VP T0506  Return to Secured Party
---	--

MAIL TO:

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 \_\_\_\_\_

11.00  
0 #  
11.00  
SM CLERK  
R5446.T COOT ROL T10:57  
04/28/87

4 Proceeds and products of collateral, and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5 This transaction (is) ~~is not~~ exempt from the recordation tax; (Md.)  
Principal amount of debt initially incurred is: \$ \_\_\_\_\_

DEBTOR  
03:58382

SECURED PARTY  
UNION TRUST COMPANY OF MARYLAND

Tinker Machining Company, Inc.

By \_\_\_\_\_

By K. Michelle Darrall  
By K. Michelle Darrall / Sec / Lucas

By Edward Cipro  
11/21/86

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
Md., Va., D.C., Pa.

RECORDED ON NOV 21, 1986 AT 11:16 AM  
IN THE FINANCING RECORDS OF THE MD. ST.  
DEPARTMENT OF ASSESSMENTS AND TAXATION  
ID # 33298392 RECEIPT # 09962010117  
SEE BOTTOM OF PAGE FOR LIBER & FOLIO  
RECORDING FEE 11.00  
RECORDATION TAX  
\* THIS SERVED AS YOUR RECEIPT \*

NOV 21 11:16 AM '86

1986 1223

512-566

# not used

267817

REC- 512 10-557

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 13,942.00
- To be Recorded in Land Records (For Fixtures Only).

<u>Name of Debtor</u>	<u>Address</u>
WATKINS & VITALE, INC.	650 RITCHIE HIGHWAY SEVERNA PARK, MD 21146

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):  
 2 NEW SPERRY BASED COMPUTER AIDED DESIGN SYSTEMS, (IBM AT COMPATIBLE 8MHz 80286 PROCESSOR, SERIAL #'S 606300 & 606262 AND ALL ATTACHMENTS THERETO, 2 IOMEGA BERNOULLI SUBSYSTEMS #'S 05YEU & 05YEN, AND 2 MITSUBISHI XC-1410 MONITORS SERIAL #'S 3513545 & 3513381), 2 TROXLER 3216 ROOF MOISTURE GUAGES, #'S 283 & 284 AND ALL PROCEEDS (CASH & NON-CASH) OF THE ABOVE DESCRIBED 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)

WATKINS & VITALE, INC.

FARMERS NATIONAL BANK OF MARYLAND

*Walter W. Beck*  
WALTER W. BECK, Treas.

BY *Luan Oakes*  
LWAN OAKES

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

11. 00  
133 00  
-50

we

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

512 11-55

Identifying File No. 267819

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 12/27/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SHARON PRESS II, INC.

Address 836 Ritchie Highway, Severna Park, Maryland 21146

2. SECURED PARTY

Name CHANLEY FINANCE COMPANY

Address 222 Cedarmere Circle, Owings Mills, Maryland 21117

Person And Address To Whom Statement Is To Be Returned 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  
GARIBOLDI, FED SAVINGS PLAN  
3651 LOCK AVE  
BALTIMORE, MD 21204

- (1) Watkiss WA22 22 Bin Collater s/n 106192  
with Watkiss Heavy Duty Stapler s/n

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above 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 Hopkins Press*  
(Signature of Debtor)

Richard Hopkins Press  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*PE O'Malley*  
(Signature of Secured Party)

PE O'MALLEY  
Type or Print Above Signature on Above Line

11/50

Anne Arundel Co. \$11.50  
Recordation Tax \$700.00

BOOK 512 PAGE 500

267820

File No. \_\_\_\_\_  
Record Reference:  
Liber \_\_\_\_\_ Folio \_\_\_\_\_

**FINANCING STATEMENT**

Not subject to Recordation Tax. To Be Recorded in The Land Records  
(For Fixtures Only).  
xxx Subject to Recordation Tax on principal amount of \$100,000

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

Name of Debtor

Address

GeoBase, Inc.

1728 Reynolds St.  
Crofton, MD 21114

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK  
Fourth and Main Streets  
Laurel, Maryland

to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collateral):

- 1 Rex HDS Pulvimixer S/N HK 1487
- 1 Belgrade 225 Barrel Portable Cement Silo
- 1 1986 Ford F-700 Truck S/N 1FDPF70H36VA59385
- 1 Flynn Cement Spreader W/8" Chute, Model 4 - S/N 351
- 2 Elkin Hi-Tech Mobile Concrete Mixer #01-88056865

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

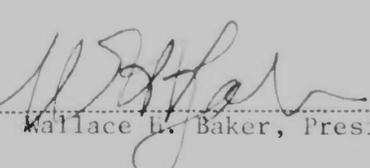
5. xxx Proceeds) ) of the collateral are also specifically covered.  
Products)

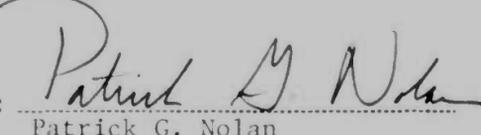
Debtor

Secured Party (Assignee)

GeoBase, Inc.

THE CITIZENS NATIONAL BANK

By:   
Wallace H. Baker, President

By:   
Patrick G. Nolan  
Commercial Loan Officer

By: \_\_\_\_\_

Type or print all names and titles under signatures.

RECORDATION FEE 11.00  
RECORDATION TAX 700.00  
LIBRARY FEE .50  
JUN 12 0345 PM '97  
JUN 3 97

1170050

512 570

267821

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. \$72,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$504.00.  
This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Thomas, Melvin C. & Thomas, Dorothy A. T/A Thomas Services  
Address 1335 Baltimore Annapolis Blvd. Arnold, MD 21012

2. SECURED PARTY

Name Credit Alliance Corporation  
Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"ALL 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 19.00  
RECORD TAX 504.00  
POSTAGE .50  
M15713 0345 R01 11:47  
JUN 3 87

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)

Melvin C. Thomas & Dorothy A. Thomas  
T/A Thomas Services  
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

Credit Alliance Corporation

[Signature]  
(Signature of Secured Party)

LARRY F. KIMMEL ASST. V.P.

\_\_\_\_\_  
Type or Print Above Signature on Above Line

19-504-50

CREDIT ALLIANCE CORPORATION  
770 LEXINGTON AVENUE  
NEW YORK, NEW YORK 10021

—SECURITY AGREEMENT—  
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 11th day of May, 1987 by and between

Melvin C. Thomas & Dorothy A. Thomas T/A Thomas Services, having their principal place of business at 1335 Baltimore Annapolis Blvd. Arnold, MD 21012

Mortgagor and Credit Alliance Corporation Mortgagee

WITNESSETH

1. To secure the payment with interest thereon and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property") to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations," as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any kind and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any note or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business, which is Mortgagor's address shown above, unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1 1/2% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also where requested by Mortgagee, against other hazards, with companies in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagor from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor, agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary) to protect the Mortgaged Property and the lien of this Mortgage thereon with all of the terms and conditions of leases covering the premises where the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property added to the amount of the Mortgage Obligations and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York. Mortgagee agreeing to notify Mortgagor at Mortgagor's address as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of, remove or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if the latter shall be one or more in excess of or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 25% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee may to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations or to take immediate possession of the Mortgaged Property or to foreclose at any time this Mortgage, or to demand full performance or fulfillment or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing signed by an officer of Mortgagee shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall inure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall inure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

Melvin C. Thomas & Dorothy A. Thomas

T/A Thomas Services

(Seal)

ATTEST

Mortgagor

By: Melvin C. Thomas  
By: Dorothy A. Thomas

Secretary

STATE OF Maryland  
COUNTY OF Anne Arundel

} ss

Melvin C. Thomas & Dorothy A. Thomas

being duly sworn, deposes and says

They are the Owners of Thomas Services

(hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.

2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below) and Mortgagor has the sole right and lawful authority to mortgage the same.

3. Mortgagor is solvent and justly indebted to Credit Alliance Corporation (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.

4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.

5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this 11th day of May 19 87

John Patrick White  
NOTARY PUBLIC  
JOHN PATRICK WHITE  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires July 1, 1990

Melvin C. Thomas  
Dorothy A. Thomas

STATE OF Maryland COUNTY OF Anne Arundel ss  
I, John Patrick White a Notary Public duly qualified in and for said County and State, do hereby certify that on this 11th day of May 19 87 in (Place) Glen Burnie in said County, before me personally appeared Melvin C. Thomas and Dorothy A. Thomas to me personally well known

(For Individual)  
as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered the same before me and who upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)  
and known as and to be a member of the partnership of \_\_\_\_\_ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me, who upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)  
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_ who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at \_\_\_\_\_ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notary Seal)

John Patrick White

NOTARY PUBLIC

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated May 11, 19 87 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Mack Tandem Dump Truck W/14' Benson Steel Dump Body	1987 RD686SX	1M2P140C8HA016395
The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

Melvin C. Thomas & Dorothy A. Thomas  
T/A Thomas Services

By: Melvin C. Thomas

By: Dorothy A. Thomas

STATE OF MARYLAND

512 574

267822

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 Severna Park Shell Corporation  
Address 505 Ritchie Highway Severna Park, MD 21146

2. SECURED PARTY

Name Master Lease Corporation  
Address One Presidential Blvd. Bala Cynwyd, PA 19004

Person And Address To Whom Statement Is To Be Returned 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 Ice Machine as more clearly defined on lease #87022149 dated 4/27/87. This is for a lease and is filed for informational purposes only.

RECORDED FEE 11.00  
STAMP FEE .50  
SEARCHED 0045 001 114:56  
JUN 3 87  
W

CHECK  THE LINES WHICH APPLY

- 6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

(Signature of Debtor)  
[Signature]  
BY  
Type or Print Above Signature on Above Line FACT

(Signature of Debtor)  
Severna Park Shell Corporation  
Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)  
Master Lease Corporation  
Type or Print Above Signature on Above Line

1180

Clerk of the Circuit  
Court of Anne Arundel  
County

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL, RELEASE, ASSIGNMENT, ETC.—FORM 513

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 244184  
RECORDED IN LIBER 453 FOLIO 593 ON September 9, 1982 (DATE)

1. DEBTOR **NOT SUBJECT TO RECORDATION TAX**

Name The Cascade Corp. dba The Boathouse

Address 7090 Furnace Branch Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name Mercury Marine Acceptance Corporation

Address 3074 Whitney Avenue - P. O. Box 5518

Hamden, CT 06518  
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 checked="" type="checkbox"/> <b>XX</b> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> ..... <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> ..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> ..... <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

SEARCHED FILE 10.00  
SERIAL .50  
MAY 17 0345 901 114756  
JUN 3 87  
CK

Dated May 13, 1987

Lisa Granoff  
(Signature of Secured Party)

Lisa Granoff  
Type or Print Above Name on Above Line

15 .50



267827

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

512

FINANCING STATEMENT

DATE: May 12, 1987

A similar financing statement has been recorded with the Clerk of Court, Anne Arundel County with the recording fees of \$11.50.

(~~XX~~) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_

NAME OF DEBTOR (S): Turner Pension Consultants, Inc.

ADDRESS: 111 Chinguapin Round Road, Suite 203  
Annapolis, MD 21401

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.

RECORDED FEE 11.00  
CHARGE .50  
..... 0345 801 715:11  
JUN 3 97

*We*

DEBTOR(S):  
Turner Pension Consultants, Inc.  
(Company Name)

SECURED PARTY:  
ANNAPOLIS FEDERAL SAVING BANK

BY: *Deborah G. Turner*  
Deborah G. Turner, President

BY: *Paul R. O'Connell*  
(Authorized Signature)

BY: \_\_\_\_\_

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.)

*1780*

512 115577

267825

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

<b>1 LESSEE</b> (Last Name First) and address(es)  JONES INTERCABLE, INC. 9697 E. Mineral Avenue Englewood, CO 80112	<b>2 LESSOR</b> (Last Name First) and address(es)  ECONOCOM-USA, INC. 845 Crossover Lane Memphis, TN 38117	<b>3 Maturity date (if any):</b>  For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 115528 0345 A01 115:09 JUN 3 87
--	--	--

**4** This financing statement covers the following type(s) of property:  
 Filed for information purposes only to evidence that the personal property described on *wt* the attached Schedule "A", is leased under that certain Equipment Schedule No. 4 dated January 29, 1987 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

Check  if covered  Products of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented.

Filed with: ANN ARUNDEL COUNTY, MARYLAND  
 JONES INTERCABLE, INC. ECONOCOM-USA, INC.  
 By: [Signature] [Signature]  
 Signatures of Debtor(s) Signatures of Secured Party(s)

Office Copy Volume # 11

SCHEDULE "A"  
JONES INTERCABLE, INC.  
EQUIPMENT SCHEDULE NO. 4

512 JAMES

<u>Item No.</u>	<u>Mfr</u>	<u>Qty</u>	<u>Machine</u>	<u>Description</u>	<u>Serial No.</u>
1.	Tandem	8	C1117	Q/S Workstation	*See Below
2.	Tandem	2	CDU214	Modems	
3.	Tandem	2	CDU215	Modems	

\*27117108Z, 2716310Z, 2716357Z, 2716362Z, 2716361Z, 2716390Z, 2713424Z, 2715386Z

LOCATION: Jones Intercable, Inc.  
815 Route 3  
Gambrills, MD 21054

512 579

267821

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)

2 Secured Party(ies) and address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

ECONOCOM-USA, INC.  
845 Crossover Lane  
Memphis, Tennessee 38117

Bank of Lincolnwood  
4433 W. Touhy Avenue  
Lincolnwood, Illinois  
60646

RECORD FEE 11.00  
JUN 3 1987 11:09 AM  
JUN 3 87

4 This financing statement covers the following type(s) or item(s) of property:

Accounts, contract rights, chattel paper, and instruments consisting of Equipment Schedule No. 4 dated January 29, 1987 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 on attached Schedule "A" and is located as described on attached Schedule "A".

Check  If covered  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented:

Filed with: ANN ARUNDEL, MARYLAND

ECONOCOM-USA, INC.

BANK OF LINCOLNWOOD

By:

*Robert [Signature]*  
Signature(s) of Debtor(s)

By:

*Margaret Markers ACP*  
Signature(s) of Secured Party(ies)

(1) Filing Officer (Date, Time, Number, and Filing Office)

11-

512 540

SCHEDULE "A"  
JONES INTERCABLE, INC.  
EQUIPMENT SCHEDULE NO. 4

<u>Item No.</u>	<u>Qty</u>	<u>Machine</u>	<u>Description</u>	<u>Serial No.</u>
1.	Tandem 8	C1147	O/S Workstation	*See Below
2.	Tandem 2	CDU214	Modems	
3.	Tandem 2	CDU215	Modems	

\*2717108Z, 2716360Z, 2716357Z, 2716362Z, 2716361Z, 2716390Z, 2713424Z, 2716388Z

LOCATION: Jones Intercable, Inc.  
815 Route 3  
Gambrills, MD 21054

BOOK 512 PAGE 581

267826

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented	A/C# 04189 Anne Arundel Co.
(1) Debtor(s) (Last Name First) and Address(es): John F. Marion & Cindy L. Marion T/A Colonial Contracting Co. 3400 D Mountain Road Pasadena, MD 21122 M-31212	(2) Secured Party(ies) (Name(s) and Address(es)): Alban Tractor Co., Inc, P.O. Box 9595 Baltimore, MD 21237		
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described in Section (5). <small>If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).</small>	(4) Assignee(s) of Secured Party, Address(es): Credit Alliance Corporation P.O. Box 1680 500 DiGiulian Blvd. Glen Burnie, MD 21061		

RECORD FEE 15.00  
POSTAGE .50  
010714 0345 R01 T14:50  
JUN 3 87

For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property:  
One (1) used Caterpillar Model #931B Track Type Loader S/N 29Y1170

NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s) John F. Marion & Cindy L. Marion T/A Colonial Contracting Co.  
Secured Party(ies) [or Assignees] Alban Tractor Co., Inc.

(By) *John F. Marion / Cindy L. Marion*  
Standard Form Approved by N.C. Sec. of State and other states shown above.

(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)

(1) Filing Officer Copy - Numerical

1350

UCC-1

512 582

FINANCING STATEMENT

268000

- TO: \_\_\_\_\_ Financing Records, State Department of Assessments and Taxation
- ✓ Financing Records, Circuit Court of Anne Arundel County, Maryland
- ✓ Land Records, Circuit Court of Anne Arundel County, Maryland
- to be recorded in*  
 \_\_\_\_\_ Land Records, Circuit Court of the City of Baltimore, Maryland
- \_\_\_\_\_ Financing Records, Circuit Court of the City of Baltimore, Maryland

NOT SUBJECT TO RECORDATION TAX

The appropriate amount of recordation taxes has been paid in connection with the recording of a Deed of Trust among the land records of the jurisdiction in which the land herein described is located and granting to the Secured Party, as security for the loan herein described, a security interest in the property described in this instrument.

THIS FINANCING STATEMENT, dated as of the 2nd day of June 1987, is presented for filing pursuant to the Maryland Uniform Commercial Code.

1. Debtor's name and address:

TWENTY-FIVE W. FAYETTE STREET  
LIMITED PARTNERSHIP  
7310 Richie Highway  
Suite 810  
Empire Building  
Glen Burnie, Maryland 21061

2. Secured Party's name and address:

FEDSTAR SAVINGS BANK, F.S.B., formerly known as  
FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION  
OF NORTHERN VIRGINIA  
119-125 North Washington Street  
Alexandria, Virginia 22314

*We*

3. This Financing Statement covers the following property to be utilized in the renovation, use and occupancy of the land and the improvements thereon described in that certain deed of trust of even date herewith from the Debtor to Service Corporation of Alexandria, Trustee, for the benefit of the Secured Party, and to be recorded among the land records of the City of Baltimore and Anne Arundel County, Maryland simultaneously with the recording hereof:

- A. all plans and specifications, contracts for architectural and engineering services, surveys, fixtures, materials, machinery, furnishings and equipment now or hereafter delivered to, 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;

*Both stripes in book et al*

*34/0 5*

- B. all of Debtor's other personal property now or hereafter located on the premises described below and necessary to the renovation, use and occupancy thereof;
  - 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 leases of the land and premises described on Exhibit "A" attached hereto, and the rents and security deposits payable thereunder, and all issues, proceeds and profits of the land and premises described on Exhibit "A" attached hereto.
- 4. Said deed of trust secures an obligation of Debtor to the Secured Party in the principal sum of \$6,500,000 which obligation has a maturity date of ten (10) years from the date of the note evidencing said obligation.
  - 5. Proceeds of the collateral 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.

DEBTOR:

TWENTY-FIVE W. FAYETTE STREET  
LIMITED PARTNERSHIP

By:  (SEAL)  
Wilfred T. Azar, Jr.  
General Partner

EXHIBIT "A"

BEGINNING for the first at a point on the south side of Fayette Street, as proposed to be laid out, 105 feet wide, distant South 86 degrees 32 minutes 35 seconds West 185.0 feet from the west side of Charles Street, as presently laid out 76 feet wide, said point of beginning being also on the division line between Development Areas 8A and 8B, and running thence South 03 degrees 27 minutes 25 seconds East, binding on said division line and parallel with said Charles Street, 60.0 feet intersect the north side of Wilkes Lane, as proposed to be widened; thence South 86 degrees 32 minutes 35 seconds West, binding on the north side of said Wilkes Lane, 105.0 feet to intersect the east side of Hanover Street, as proposed to be laid out, thence North 03 degrees 27 minutes 25 seconds West, binding on the east side of said Hanover Street, 60.0 feet to intersect the south side of said Fayette Street; thence North 86 degrees 32 minutes 35 seconds East binding on the south side of said Fayette Street, 105.0 feet to the place of beginning.

BEGINNING for the second for air rights at the point formed by the intersection of the south side of Fayette Street, as proposed to be laid out 105 feet wide and the east side of Hanover Street, as proposed to be laid out and at the elevation of 86.0 feet and extending up to the maximum elevation of 180.0 feet and running thence South 03 degrees 27 minutes 25 seconds East, binding on the east side of said Hanover Street, 60.0 feet to intersect the north side of Wilkes Lane, as proposed to be widened; thence South 86 degrees 32 minutes 35 seconds West, binding on the north side of said Wilkes Lane, produced westerly 12.0 feet to intersect a line drawn parallel with and distant 12.0 feet, measured at right angles from the east side of said Hanover Street; thence North 03 degrees 27 minutes 25 seconds West, binding reversely on said line so drawn and on said line produced northerly in all 72.0 feet to intersect a line drawn parallel with and distant 12.0 feet northerly measured at right angles from the south side of said Fayette Street produced westerly, thence North 86 degrees 32 minutes 35 seconds East, reversing said line so produced and binding thereon, in all 117.0 feet to intersect a line drawn parallel with and distant 105.0 feet easterly, measured at right angles from the east side of said Hanover Street and thence South 03 degrees 32 minutes 35 seconds East, binding on said line so drawn, 12.0 feet to intersect the south side of said Fayette Street; thence 86 degrees 32 minutes 35 seconds West, binding on the south side of said Fayette Street, 105.0 feet to the place of beginning.

BEGINNING for the third at the point formed by the intersection of the east side of Hanover Street, as now laid out, and the north side of Wilkes Lane, as formerly proposed to be laid out parallel to and distant 60.0 feet southerly from Fayette Street, as proposed to be laid out 105 feet wide, said point of beginning being at the end of the second line of the parcel of land conveyed by the Mayor and City Council of Baltimore to Vermont Federal Savings and Loan by Deed dated March 18, 1963 and recorded among the Land Records of Baltimore City in Liber J.F.C. No. 1454, folio 64 and running thence North 86 degrees 32 minutes 35 seconds East, binding on the north side of Wilkes Lane, as formerly proposed to be laid out, and reversely on the second line of said deed there situate, 105.00 feet; thence South 03 degrees 27 minutes 25 seconds East, binding on the southerly extension of the first line of said deed 0.11 foot to intersect the north side of Wilkes Lane, as now proposed to be laid out parallel to and distant 60.11 feet southerly from said Fayette Street; thence South 86 degrees 32 minutes 35 seconds West, binding on the north side of Wilkes Lane, as now proposed to be laid out, 105.0 feet to intersect the aforesaid east side of Hanover Street and thence North 03 degrees 27 minutes 25 seconds West, binding on said east side, 0.11 foot to the place of beginning.

BEGINNING for the fourth on the south side of Fayette Street as proposed to be laid out 105 feet wide at a point distant 185 feet westerly from the corner formed by the intersection of said south side of Fayette Street with the west side of Charles Street as presently laid out 76 feet wide, said point of beginning being at the beginning of the fourth line of the parcel of land described in a deed from the Mayor and City Council of Baltimore to Issac Hamburger and Sons, Inc., dated January 23, 1963 and recorded among the Land Records of Baltimore City in Liber J.F.C. No. 1426, folio 175, etc. and running thence binding on the south side of Fayette Street and on a portion of the fourth line of the land described in said deed, North 86 degrees, 32 minutes and 35 seconds East 0.14 feet to the west side of the westernmost wall of the building there situate; thence, binding along the west side of said westernmost wall to the north side of Wilkes Lane as formerly proposed to be laid out parallel with and distant 60.00 feet southerly from said south side of Fayette Street and continuing the same direction, in all, south 3 degrees, 29 minutes and 08 seconds East 60.11 feet to the southwest corner of

EXHIBIT "A" CONTINUED

512 10585

said wall and to intersect the north side of Wilkes Lane as now proposed to be laid out parallel with and distant 60.11 feet southerly from said south side of Fayette Street; thence, binding on the north side of Wilkes Lane as now proposed to be laid out, south 86 degrees, 32 minutes and 35 seconds west 0.17 feet to intersect a line drawn as a southerly extension of the third line of the land described in the deed hereinbefore referred to and thence, binding on said line so drawn and running with and binding on said third line, in all, north 3 degrees 27 minutes and 25 seconds west 60.11 feet to the place of beginning. Containing 9.317 square feet of land, more or less. The courses in the above descriptions are referred to the True Meridian as adopted by the Baltimore Survey Control System.

RESERVING, however, unto the parties of the first, second, third and fourth parts, and to their respective successors and assigns, according to their respective interest therein, the right to use and maintain in its present location the foundation supporting the westernmost wall of the Hamburger Building and granting and conveying unto the party of the sixth part its successors and assigns the right to maintain in its present location the easternmost wall of the Vermont Federal building a part of which is located upon the property hereinbefore described.

512 103545

Parcel No. 1: Beginning for the first at a tack set in the center of a doorway leading upstairs to the rooms above 26 and 28 West Street, said point of beginning marks the intersection formed by the northernmost building line of West Street with the center line of a right of way 5.16 feet wide with the use in common with others, as now laid out; thence from the point of beginning so fixed and binding on the center line of the right of way 5.16 feet wide leading to rooms above 26 and 28 West Street north 6° 31' 30" East 27.05 feet to the northernmost side of the existing building, formerly Bert Spriggs Motor Sales, Inc., thence binding on said building the following 12 courses and distances South 83° 28' 30" East 2.58 feet, North 21° 09' 30" West 5.79 feet, North 23° 33' 50" East 67.33 feet, North 22° 09' 50" East 59.62 feet to the southernmost corner of that conveyance from Hilaria Garcia Beck to Bert Spriggs Motor Sales, Inc., by deed dated October 2, 1951, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 647, folio 454, thence binding on the easternmost boundary of said conveyance reversely, and still binding on said building North 25° 00' 00" East 70.0 feet; thence leaving said conveyance and still binding on said building North 25° 04' 00" East 75.72 feet to the building line of Northwest Street; thence binding on said building line and still binding on said building South 58° 33' 20" East 43.03 feet, thence leaving Northwest Street still binding on said building South 22° 13' 20" West 232.25 feet, South 38° 58' 00" West 12.78 feet, South 8° 04' 00" West 17.89 feet, South 23° 14' 50" West 10.59 feet to the northernmost building line of West Street, thence binding on said building line and binding on said building North 82° 32' 00" West 39.19 feet to the point of beginning.

Containing 12,374.40 square feet of land, more or less, within the bounds of the description, according to a survey and plat made by James D. Hicks, County Surveyor, in July, 1952.

With the use in common with others of a 5.16 foot right of way, as now laid out, for ingress and egress from West Street to the rooms above the building at 26 and 28 West Street, the center line of said right of way being more particularly described in the first line of the hereinabove described conveyance.

TOGETHER with all the right, title and interest of the parties of the first part in and to the alley or driveway situate on the North side of West Street and adjacent to the property above described, which said alley or driveway is more particularly described in deed of exchange between Emory G. Bowen, et al and Harry D. Brown and wife, dated April 6, 1922, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 47, folio 175.

Parcel No. 2: Beginning for the second at the Northernmost corner of the whole tract, conveyed by County Trust Company to Harry and Tillie Ivrey as hereinafter referred to, said point of beginning marks the westernmost corner of that conveyance from Robert S. Quackenbush, Jr. and Bertha L. Quackenbush, his wife, to Bernard Polan and Florence Polan, his wife, by deed dated September 24, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 709, folio 434, thence from the point of beginning so fixed and binding on the outline of the whole tract, as now corrected for magnetic declination South 43° 36' 30" East 55.25 feet, thence still binding on part of the outline South 25° 53' 30" West 2.16 feet to intersect an existing line of fence, thence with the line of fence south 33° 31' 50" West, 13.30 feet, thence leaving said line of fence and parallel to the northeasternmost outline of the whole tract as now corrected for magnetic declination North 43° 36' 30" West 52.21 feet to intersect the northwesternmost outline of the whole tract, thence binding said outline and binding on the southeasternmost side of an existing building North 22° 08' 30" East 16.45 feet to the point of beginning. Containing 807.63 square feet of land, more or less, according to a survey and plat made by James L. Hicks, County Surveyor, in October, 1952.

See also Deed of Trust from Bernard Polan and Florence Polan, his wife to Bernard Polan and Florence Polan, his wife, Trustees, dated January 21, 1953, which Deed of Trust is recorded among the aforesaid Land Records of Anne Arundel County in Liber J.H.H. No. 734, folio 460. It being the intention of the grantors herein to convey the hereinbefore described lots of ground pursuant to the power and authority in them vested by virtue of said Deed of Trust.

BEING the same parcels of ground and premise conveyed to Polan's 512-588  
5¢ to \$1.00 Store of Annapolis, Inc., a body corporate, by Bernard Polan  
and Florence Polan, his wife, Trustees, by Deed dated December 24, 1962,  
and recorded among the Land Records of Anne Arundel County in Liber  
G.T.C. No. 1623, folio 301.

Parcel No. 3: All that lot or parcel of ground known and designated  
as 17 Northwest Street, Annapolis, Maryland, and described:

Beginning for the same at a point on the Southwestern side of  
Northwest Street, at the beginning of the conveyance by Joseph H. Bellis to  
Barbara Nesline, by deed dated February 22, 1918, and recorded among the  
Land Records of Anne Arundel County in Liber G.W. 132, folio 285, said  
beginning point being distance as measured along the building line of Northwest  
Street 204.87 feet from the outside curb line of Church Circle, thence leaving  
said beginning point so fixed and running with the center of the partition wall  
between house Lot No. 17 and 19 Northwest Street, the first line of said  
conveyance is now surveyed, South 43° 14' 20" West 58.54 feet to an iron  
pipe found at a fence corner; thence running South 48° 50' East 17 feet to an  
iron pipe now set in a board fence; thence running North 41° 10' East 3.5 feet  
to an iron pipe set in said fence and South 48° 50' East 7.8 feet to a fence  
post; thence running with the Chesapeake and Potomac Telephone Company  
property and also with the easternmost line shown on the plat recorded with  
the deed of exchange between James I. Johnson and wife and Joseph H. Bellis,  
et al, said plat being recorded among the Land Records of Anne Arundel  
County in Liber G.W. No. 25, folio 419, as now surveyed, North 45° 45' 20"  
East 52.73 feet to a point at the Northeast corner of a steel fence post on  
the southwesternmost side of Northwest Street; thence running with the said  
side of Northwest Street North 43° 25' 50" West 24 feet to the point of  
beginning, according to a plat and survey made by Edward Hall, in July, 1957

Parcel No. 4: All that parcel of ground known and designated as  
Nos. 19 and 21 Northwest Street, Annapolis, Maryland, and described as  
follows:

Beginning for the same on the south line of Northwest Street at the  
corner of the Mrs. Ann Davis lot and running thence South 18° 45' West  
71 feet; thence South 47° East 38 feet 3 inches; thence North 48-1/2° East  
57 feet, 8 inches to the line of Northwest Street, thence with the line of  
Northwest Street 74 feet 4 inches to the place of beginning.

BEING the same parcels of ground and premise conveyed to Polan's

5¢ to \$1.00 Store of Annapolis, Inc., a body corporate, by Bernard Polan and Florence Polan, his wife, Trustees, by Deed dated December 24, 1962, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1623, folio 301.

Parcel No. 3: All that lot or parcel of ground known and designated as 17 Northwest Street, Annapolis, Maryland, and described:

Beginning for the same at a point on the Southwestern side of Northwest Street, at the beginning of the conveyance by Joseph H. Bellis to Barbara Nesline, by deed dated February 22, 1918, and recorded among the Land Records of Anne Arundel County in Liber G.W. 132, folio 285, said beginning point being distance as measured along the building line of Northwest Street 204.87 feet from the outside curb line of Church Circle, thence leaving said beginning point so fixed and running with the center of the partition wall between house Lot No. 17 and 19 Northwest Street, the first line of said conveyance is now surveyed, South 43° 14' 20" West 58.54 feet to an iron pipe found at a fence corner; thence running South 48° 50' East 17 feet to an iron pipe now set in a board fence; thence running North 41° 10' East 3.5 feet to an iron pipe set in said fence and South 48° 50' East 7.8 feet to a fence post; thence running with the Chesapeake and Potomac Telephone Company property and also with the easternmost line shown on the plat recorded with the deed of exchange between James I. Johnson and wife and Joseph H. Bellis, et al, said plat being recorded among the Land Records of Anne Arundel County in Liber G.W. No. 25, folio 419, as now surveyed, North 45° 45' 20" East 52.73 feet to a point at the Northeast corner of a steel fence post on the southwesternmost side of Northwest Street; thence running with the said side of Northwest Street North 43° 25' 50" West 24 feet to the point of beginning, according to a plat and survey made by Edward Hall, in July, 1957

Parcel No. 4: All that parcel of ground known and designated as Nos. 19 and 21 Northwest Street, Annapolis, Maryland, and described as follows:

Beginning for the same on the south line of Northwest Street at the corner of the Mrs. Ann Davis lot and running thence South 18° 45' West 71 feet; thence South 47° East 38 feet 3 inches; thence North 48-1/2° East 57 feet, 8 inches to the line of Northwest Street, thence with the line of Northwest Street 74 feet 4 inches to the place of beginning.

BEING a part of the property conveyed to Polan's 5¢ to \$1.00 Store of Annapolis, Inc., a body corporate, by Bernard Polan and Florence Polan, his wife, by deed dated February 22nd, 1965, and recorded among the Land Records of Anne Arundel County in Liber L. N. P. No. 1838, folio 58.

Mail to P. Chonhyles &  
Greenstein

BOOK 512 PAGE 591

267826

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented	A/C# 04189 Anne Arundel Co.
(1) Debtor(s) (Last Name First) and Address(es) John F. Marion & Cindy L. Marion T/A Colonial Contracting Co. 3400 D Mountain Road Pasadena, MD 21122 M-31212	(2) Secured Party(ies) (Name(s) and Address(es)) Alban Tractor Co., Inc, P.O. Box 9595 Baltimore, MD 21237		RECORD FEE 13.00 MORTGAGE .50 815714 0345 R01 T14:50 JUN 3 87 69
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). <small>If either block 3(a) or block 3(b) applies describe real estate, including record owner(s) in section (5).</small>	(4) Assignee(s) of Secured Party, Address(es) Credit Alliance Corporation P.O. Box 1680 500 DiGiulian Blvd. Glen Burnie, MD 21061		For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.  
One (1) used Caterpillar Model #931B Track Type Loader S/N 29Y1170

NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s) John F. Marion & Cindy L. Marion T/A Colonial Contracting Co.  
Secured Party(ies) [or Assignee(s)] Alban Tractor Co., Inc.

(By) *John F. Marion / Cindy L. Marion*  
Standard Form Approved by N.C. Sec. of State and other states shown above.

(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)

(1) Filing Office Copy - Numerical

1350

UCC-1

FINANCING STATEMENT

512 115592

268006

- TO: \_\_\_\_\_ Financing Records, State Department of Assessments and Taxation
- Financing Records, Circuit Court of Anne Arundel County, Maryland
- Land Records, Circuit Court of Anne Arundel County, Maryland
- to be recorded in*  
 \_\_\_\_\_ Land Records, Circuit Court of the City of Baltimore, Maryland
- \_\_\_\_\_ Financing Records, Circuit Court of the City of Baltimore, Maryland

NOT SUBJECT TO RECORDATION TAX

The appropriate amount of recordation taxes has been paid in connection with the recording of a Deed of Trust among the land records of the jurisdiction in which the land herein described is located and granting to the Secured Party, as security for the loan herein described, a security interest in the property described in this instrument.

THIS FINANCING STATEMENT, dated as of the 2nd day of June 1987, is presented for filing pursuant to the Maryland Uniform Commercial Code.

1. Debtor's name and address:

TWENTY-FIVE W. FAYETTE STREET  
LIMITED PARTNERSHIP  
7310 Richie Highway  
Suite 810  
Empire Building  
Glen Burnie, Maryland 21061

2. Secured Party's name and address:

FEDSTAR SAVINGS BANK, F.S.B., formerly known as  
FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION  
OF NORTHERN VIRGINIA  
119-125 North Washington Street  
Alexandria, Virginia 22314

3. This Financing Statement covers the following property to be utilized in the renovation, use and occupancy of the land and the improvements thereon described in that certain deed of trust of even date herewith from the Debtor to Service Corporation of Alexandria, Trustee, for the benefit of the Secured Party, and to be recorded among the land records of the City of Baltimore and Anne Arundel County, Maryland simultaneously with the recording hereof:

- A. all plans and specifications, contracts for architectural and engineering services, surveys, fixtures, materials, machinery, furnishings and equipment now or hereafter delivered to, 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;

*Both stripes in book et al*

*34/05*

- B. all of Debtor's other personal property now or hereafter located on the premises described below and necessary to the renovation, use and occupancy thereof;
  - 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 leases of the land and premises described on Exhibit "A" attached hereto, and the rents and security deposits payable thereunder, and all issues, proceeds and profits of the land and premises described on Exhibit "A" attached hereto.
- 4. Said deed of trust secures an obligation of Debtor to the Secured Party in the principal sum of \$6,500,000 which obligation has a maturity date of ten (10) years from the date of the note evidencing said obligation.
  - 5. Proceeds of the collateral 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.

DEBTOR:

TWENTY-FIVE W. FAYETTE STREET  
LIMITED PARTNERSHIP

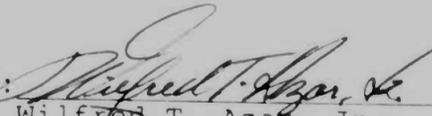
By:  (SEAL)  
Wilfred T. Azaf, Jr.  
General Partner

EXHIBIT "A"

512 584

BEGINNING for the first at a point on the south side of Fayette Street, as proposed to be laid out, 105 feet wide, distant South 86 degrees 32 minutes 35 seconds West 185.0 feet from the west side of Charles Street, as presently laid out 76 feet wide, said point of beginning being also on the division line between Development Areas 8A and 8B, and running thence South 03 degrees 27 minutes 25 seconds East, binding on said division line and parallel with said Charles Street, 60.0 feet intersect the north side of Wilkes Lane, as proposed to be widened; thence South 86 degrees 32 minutes 35 seconds West, binding on the north side of said Wilkes Lane, 105.0 feet to intersect the east side of Hanover Street, as proposed to be laid out, thence North 03 degrees 27 minutes 25 seconds West, binding on the east side of said Hanover Street, 60.0 feet to intersect the south side of said Fayette Street; thence North 86 degrees 32 minutes 35 seconds East binding on the south side of said Fayette Street, 105.0 feet to the place of beginning.

BEGINNING for the second for air rights at the point formed by the intersection of the south side of Fayette Street, as proposed to be laid out 105 feet wide and the east side of Hanover Street, as proposed to be laid out and at the elevation of 86.0 feet and extending up to the maximum elevation of 180.0 feet and running thence South 03 degrees 27 minutes 25 seconds East, binding on the east side of said Hanover Street, 60.0 feet to intersect the north side of Wilkes Lane, as proposed to be widened; thence South 86 degrees 32 minutes 35 seconds West, binding on the north side of said Wilkes Lane, produced westerly 12.0 feet to intersect a line drawn parallel with and distant 12.0 feet, measured at right angles from the east side of said Hanover Street; thence North 03 degrees 27 minutes 25 seconds West, binding reversely on said line so drawn and on said line produced northerly in all 72.0 feet to intersect a line drawn parallel with and distant 12.0 feet northerly measured at right angles from the south side of said Fayette Street produced westerly, thence North 86 degrees 32 minutes 35 seconds East, reversing said line so produced and binding thereon, in all 117.0 feet to intersect a line drawn parallel with and distant 105.0 feet easterly, measured at right angles from the east side of said Hanover Street and thence South 03 degrees 32 minutes 35 seconds East, binding on said line so drawn, 12.0 feet to intersect the south side of said Fayette Street; thence 86 degrees 32 minutes 35 seconds West, binding on the south side of said Fayette Street, 105.0 feet to the place of beginning.

BEGINNING for the third at the point formed by the intersection of the east side of Hanover Street, as now laid out, and the north side of Wilkes Lane, as formerly proposed to be laid out parallel to and distant 60.0 feet southerly from Fayette Street, as proposed to be laid out 105 feet wide, said point of beginning being at the end of the second line of the parcel of land conveyed by the Mayor and City Council of Baltimore to Vermont Federal Savings and Loan by Deed dated March 18, 1963 and recorded among the Land Records of Baltimore City in Liber J.F.C. No. 1454, folio 64 and running thence North 86 degrees 32 minutes 35 seconds East, binding on the north side of Wilkes Lane, as formerly proposed to be laid out, and reversely on the second line of said deed there situate, 105.00 feet; thence South 03 degrees 27 minutes 25 seconds East, binding on the southerly extension of the first line of said deed 0.11 foot to intersect the north side of Wilkes Lane, as now proposed to be laid out parallel to and distant 60.11 feet southerly from said Fayette Street; thence South 86 degrees 32 minutes 35 seconds West, binding on the north side of Wilkes Lane, as now proposed to be laid out, 105.0 feet to intersect the aforesaid east side of Hanover Street and thence North 03 degrees 27 minutes 25 seconds West, binding on said east side, 0.11 foot to the place of beginning.

BEGINNING for the fourth on the south side of Fayette Street as proposed to be laid out 105 feet wide at a point distant 185 feet westerly from the corner formed by the intersection of said south side of Fayette Street with the west side of Charles Street as presently laid out 76 feet wide, said point of beginning being at the beginning of the fourth line of the parcel of land described in a deed from the Mayor and City Council of Baltimore to Issac Hamburger and Sons, Inc., dated January 23, 1963 and recorded among the Land Records of Baltimore City in Liber J.F.C. No. 1426, folio 175, etc. and running thence binding on the south side of Fayette Street and on a portion of the fourth line of the land described in said deed, North 86 degrees, 32 minutes and 35 seconds East 0.14 feet to the west side of the westernmost wall of the building there situate; thence, binding along the west side of said westernmost wall to the north side of Wilkes Lane as formerly proposed to be laid out parallel with and distant 60.00 feet southerly from said south side of Fayette Street and continuing the same direction, in all, south 3 degrees, 29 minutes and 08 seconds East 60.11 feet to the southwest corner of

said wall and to intersect the north side of Wilkes Lane as now proposed to be laid out parallel with and distant 60.11 feet southerly from said south side of Fayette Street; thence, binding on the north side of Wilkes Lane as now proposed to be laid out, south 86 degrees, 32 minutes and 35 seconds west 0.17 feet to intersect a line drawn as a southerly extension of the third line of the land described in the deed hereinbefore referred to and thence, binding on said line so drawn and running with and binding on said third line, in all, north 3 degrees 27 minutes and 25 seconds west 60.11 feet to the place of beginning. Containing 9.317 square feet of land, more or less. The courses in the above descriptions are referred to the True Meridian as adopted by the Baltimore Survey Control System.

RESERVING, however, unto the parties of the first, second, third and fourth parts, and to their respective successors and assigns, according to their respective interest therein, the right to use and maintain in its present location the foundation supporting the westernmost wall of the Hamburger Building and granting and conveying unto the party of the sixth part its successors and assigns the right to maintain in its present location the easternmost wall of the Vermont Federal building a part of which is located upon the property hereinbefore described.

Parcel No. 1: Beginning for the first at a tack set in the center of a doorway leading upstairs to the rooms above 26 and 28 West Street, said point of beginning marks the intersection formed by the northernmost building line of West Street with the center line of a right of way 5.16 feet wide with the use in common with others, as now laid out; thence from the point of beginning so fixed and binding on the center line of the right of way 5.16 feet wide leading to rooms above 26 and 28 West Street north  $6^{\circ} 31' 30''$  East 27.05 feet to the northernmost side of the existing building, formerly Bert Spriggs Motor Sales, Inc., thence binding on said building the following 12 courses and distances South  $83^{\circ} 28' 30''$  East 2.58 feet, North  $21^{\circ} 09' 30''$  West 5.79 feet, North  $23^{\circ} 33' 50''$  East 67.33 feet, North  $22^{\circ} 09' 50''$  East 59.62 feet to the southernmost corner of that conveyance from Hilaria Garcia Beck to Bert Spriggs Motor Sales, Inc., by deed dated October 2, 1951, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 647, folio 454, thence binding on the easternmost boundary of said conveyance reversely, and still binding on said building North  $25^{\circ} 00' 00''$  East 70.0 feet; thence leaving said conveyance and still binding on said building North  $25^{\circ} 04' 00''$  East 75.72 feet to the building line of Northwest Street; thence binding on said building line and still binding on said building South  $58^{\circ} 33' 20''$  East 43.03 feet, thence leaving Northwest Street still binding on said building South  $22^{\circ} 13' 20''$  West 232.25 feet, South  $38^{\circ} 58' 00''$  West 12.78 feet, South  $8^{\circ} 04' 00''$  West 17.89 feet, South  $23^{\circ} 14' 50''$  West 10.59 feet to the northernmost building line of West Street, thence binding on said building line and binding on said building North  $82^{\circ} 32' 00''$  West 39.19 feet to the point of beginning.

Containing 12,374.40 square feet of land, more or less, within the bounds of the description, according to a survey and plat made by James D. Hicks, County Surveyor, in July, 1952.

With the use in common with others of a 5.16 foot right of way, as now laid out, for ingress and egress from West Street to the rooms above the building at 26 and 28 West Street, the center line of said right of way being more particularly described in the first line of the hereinabove described conveyance.

512 517

TOGETHER with all the right, title and interest of the parties of the first part in and to the alley or driveway situate on the North side of West Street and adjacent to the property above described, which said alley or driveway is more particularly described in deed of exchange between Emory G. Bowen, et al and Harry D. Brown and wife, dated April 6, 1922, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 47, folio 175.

Parcel No. 2: Beginning for the second at the Northernmost corner of the whole tract, conveyed by County Trust Company to Harry and Tillie Ivrey as hereinafter referred to, said point of beginning marks the westernmost corner of that conveyance from Robert S. Quackenbush, Jr. and Bertha L. Quackenbush, his wife, to Bernard Polan and Florence Polan, his wife, by deed dated September 24, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 709, folio 434, thence from the point of beginning so fixed and binding on the outline of the whole tract, as now corrected for magnetic declination South 43° 36' 30" East 55.25 feet, thence still binding on part of the outline South 25° 53' 30" West 2.16 feet to intersect an existing line of fence, thence with the line of fence south 33° 31' 50" West, 13.30 feet, thence leaving said line of fence and parallel to the northeasternmost outline of the whole tract as now corrected for magnetic declination North 43° 36' 30" West 52.21 feet to intersect the northwesternmost outline of the whole tract, thence binding said outline and binding on the southeasternmost side of an existing building North 22° 08' 30" East 16.45 feet to the point of beginning. Containing 807.63 square feet of land, more or less, according to a survey and plat made by James L. Hicks, County Surveyor, in October, 1952.

See also Deed of Trust from Bernard Polan and Florence Polan, his wife to Bernard Polan and Florence Polan, his wife, Trustees, dated January 21, 1953, which Deed of Trust is recorded among the aforesaid Land Records of Anne Arundel County in Liber J.H.H. No. 734, folio 460. It being the intention of the grantors herein to convey the hereinbefore described lots of ground pursuant to the power and authority in them vested by virtue of said Deed of Trust.

EXHIBIT "A" CONTINUED

BEING the same parcels of ground and premise conveyed to Polan's 512 558  
5¢ to \$1.00 Store of Annapolis, Inc., a body corporate, by Bernard Polan  
and Florence Polan, his wife, Trustees, by Deed dated December 24, 1962,  
and recorded among the Land Records of Anne Arundel County in Liber  
G.T.C. No. 1623, folio 301.

Parcel No. 3: All that lot or parcel of ground known and designated  
as 17 Northwest Street, Annapolis, Maryland, and described:

Beginning for the same at a point on the Southwestern side of  
Northwest Street, at the beginning of the conveyance by Joseph H. Bellis to  
Barbara Nesline, by deed dated February 22, 1918, and recorded among the  
Land Records of Anne Arundel County in Liber G.W. 132, folio 285, said  
beginning point being distance as measured along the building line of Northwest  
Street 204.87 feet from the outside curb line of Church Circle, thence leaving  
said beginning point so fixed and running with the center of the partition wall  
between house Lot No. 17 and 19 Northwest Street, the first line of said  
conveyance is now surveyed, South 43° 14' 20" West 58.54 feet to an iron  
pipe found at a fence corner; thence running South 48° 50' East 17 feet to an  
iron pipe now set in a board fence; thence running North 41° 10' East 3.5 feet  
to an iron pipe set in said fence and South 48° 50' East 7.8 feet to a fence  
post; thence running with the Chesapeake and Potomac Telephone Company  
property and also with the easternmost line shown on the plat recorded with  
the deed of exchange between James I. Johnson and wife and Joseph H. Bellis,  
et al, said plat being recorded among the Land Records of Anne Arundel  
County in Liber G.W. No. 25, folio 419, as now surveyed, North 45° 45' 20"  
East 52.73 feet to a point at the Northeast corner of a steel fence post on  
the southwesternmost side of Northwest Street; thence running with the said  
side of Northwest Street North 43° 25' 50" West 24 feet to the point of  
beginning, according to a plat and survey made by Edward Hall, in July, 1957

Parcel No. 4: All that parcel of ground known and designated as  
Nos. 19 and 21 Northwest Street, Annapolis, Maryland, and described as  
follows:

Beginning for the same on the south line of Northwest Street at the  
corner of the Mrs. Ann Davis lot and running thence South 18° 45' West  
71 feet; thence South 47° East 38 feet 3 inches; thence North 48-1/2° East  
57 feet, 8 inches to the line of Northwest Street, thence with the line of  
Northwest Street 74 feet 4 inches to the place of beginning.

EXHIBIT "A" CONTINUED

BOOK 512 PAGE 589

BEING a part of the property conveyed to Polan's 5¢ to \$1.00 Store  
of Annapolis, Inc., a body corporate, by Bernard Polan and Florence Polan,  
his wife, by deed dated February 22nd, 1965, and recorded among the Land  
Records of Anne Arundel County in Liber L. N. P. No. 1838, folio 58.

Mail to Pochardyles &  
Greenstein

RECEIVED  
FEBRUARY 22 1965  
ANNAPOLIS, MARYLAND

[TO BE CROSS INDEXED]

512 267827

→ To be recorded

- (1) in the Financing Statement  
Records of Anne Arundel  
County, Maryland
- (2) in the Land Records of  
Prince George's County, Maryland
- (3) with Maryland State Department  
of Assessments and Taxation

THIS FINANCING STATEMENT  
IS NOT SUBJECT TO THE  
RECORDATION TAX IMPOSED BY  
TAX-PROPERTY ARTICLE,  
TITLE 12, ANNOTATED CODE  
OF MARYLAND AS AMENDED

FINANCING STATEMENT

- |  |   |
|--|---|
| 1. Debtor:   | Address of Debtor:                                  |
| ARTHUR WOLF  | 3502 Foxhall Drive<br>Davidsonville, Maryland 21035 |
| 2. Secured Party:  | Address of Secured Party:                           |
| SOVRAN BANK/MARYLAND,<br>a banking corporation<br>organized and existing<br>under the laws of the<br>State of Maryland | 6610 Rockledge Drive<br>Bethesda, Maryland 20817    |

3. This Financing Statement covers all of the Debtor's right title and interest in and to the following:

3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of tangible personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the Land (as that term is hereinafter defined) or the improvements thereon (the Land and any improvements now or at any time hereafter thereon being hereinafter referred to collectively as "the Real Property"), and used or usable in connection with any present or future operation of the Land and now owned or hereafter acquired by the Debtor,

3.1.1. including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning

apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment security systems and all other equipment installed or to be installed or used or usable in connection with any present or future use or operation of the Real Property;

3.1.2. excluding (a) inventory and work in process, and (b) consumable goods, trade fixtures or other personal property owned by any tenant occupying any or all of the Real Property.

3.2. Any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (a) any temporary or permanent taking of any or all of the Real Property under the power of eminent domain, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, any or all of the Real Property.

3.3. Any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property or any portion thereof, or any or all of the other property described in this Financing Statement.

3.4. Any and all rents, royalties, issues, profits, revenues, income and other benefits of the Real Property, or arising from the use or enjoyment of any or all thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general intangibles growing out of or in connection with any and all leases of the Real Property and any or all proceeds (cash and non-cash) thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately before the expiration of such terms.

3.5. Any and all leases and subleases, and any and all remedies hereunder which may have been heretofore executed or which may be hereafter executed in connection with, or for, the

512 125312

use and occupation of any or all of the Real Property, and any and all extensions or renewals thereof, and any and all supplements and modifications thereto.

4. This Financing Statement gives notice of and perfects the security interests granted by the Debtor to or for the benefit of the Secured Party, under the provisions of a Deed of Trust of even date herewith by and between the Secured Party and the Debtor, evidencing a loan made by the Secured Party to the Debtor pursuant to the provisions of the Deed of Trust.

5. Proceeds and products of collateral, accessions and after-acquired property are covered hereunder.

6. The Land consists of all of that land, situate and lying in Prince George's County, which is described in the Deed of Trust and in Exhibit A attached hereto and made a part hereof.

Debtor:

Dated: June 1, 1987

Arthur Wolf  
Arthur Wolf

Mr. Clerk: Please return to:

Matthew D. Osnos, Esquire  
O'Malley, Miles & Harrell  
99 Commerce Place  
P.O. Box 900  
Upper Marlboro, MD 20772

512 593

EXHIBIT "A"

PARCEL A:

BEGINNING for the same at a point in the Easterly right of way line of Forestville Road as shown on Maryland State Roads Commission Right of Way Plat #21790, said point being a common front corner of the land of Saunders (Liber 4613 at folio 220) and Parcel "B," "Penn-Ville Center" (W.W.W. 78/75) and thence running along said Easterly right of way line of Forestville Road, (1.) North 07 degrees 21 minutes 40 seconds East 449.61 feet to a point; thence running through the land of Saunders (Liber 4613 at folio 223); (2.) South 39 degrees 26 minutes 20 seconds East 281.60 feet to a point; thence running along the line of division between the land of Saunders, and Parcel "B," "Penn-Ville Center," (W.W.W. 78/75) (3.) South 48 degrees 01 minutes 07 second West, 68.96 feet to a point; and thence (4.) South 45 degrees 27 minutes 30 second West, 259.88 feet to the place of beginning. Containing 45,747 square feet, or 1.0502 acres of land.

PARCEL B:

BEGINNING at a point in the Southwesterly right of way line of Marlboro Pike, said point working a corner previously common to the land of Saunders, Et Ux, and the land of Arcenius Bean, Jr. (Will Liber WDA 1, folio 190); thence running with the line of division between the said land of Saunders, Et Ux, (2.) North 39 degrees 26 minutes 20 seconds West 281.60 feet to a point; thence running with the Easterly right of way line of Forestville Road (70 feet from the base line of right of way as shown on State Roads Commission Right of Way Plat #21790), (3.) North 07 degrees 21 minutes 40 seconds East 79.40 feet to the right having a radius of 54.00 feet and a long chord bearing and distance of North 74 degrees 00 minutes 18.5 seconds East 99. feet to a point; thence running with the aforesaid Southwesterly right of way of Marlboro Pike (5.) South 39 degrees 23 minutes 30 seconds East 289.90 feet to the place of beginning; containing 48,446 Square feet or 1.1122 acres of land.

Tax I.D. #06-61746-52-000

Both Parcels being in the 6th election district.

Mail to Louvan Bank

A-7-164

512 - 594

267872

MARYLAND NATIONAL BANK

### FINANCING STATEMENT

- 1  To Be Recorded in the Land Records of \_\_\_\_\_
- 2  To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3  Not subject to Recitation Tax
- 4  Recitation Tax has been paid on the principal amount of \$ 560,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5 Debtor(s) Name(s) Address(es)

3. William Gallagher D.D.S., P.A. 7951 Crain Highway  
Glen Burnie, Maryland 21061

*Joseph* J. William Gallagher 11360 Toaks Way  
Deborah D. Gallagher Columbia, Maryland 21044

RECORD FEE 13.00  
POSTAGE .50  
W14778 6315 001 110-111  
JUN 1 87

6 Secured Party Address: Real Estate and Mortgage Division

MARYLAND NATIONAL BANK  
Attention: Dennis R. Glasgow  
Annapolis REM Unit

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P.O. Box 871  
Annapolis, Md. 21404

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of 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, May 22, 19 87 from Debtor(s) to Stephen F. Beckenholdt and Lawrence J. Grady, Jr. Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland; said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s)

J. William Gallagher, D.D.S., P.A.

BY: [Signature] (SEAL)  
J. William Gallagher, President

[Signature] (SEAL)  
*Joseph* J. William Gallagher

[Signature] (Seal)  
Deborah D. Gallagher

Secured Party  
MARYLAND NATIONAL BANK

BY: [Signature] (SEAL)  
Dennis R. Glasgow  
Assistant Vice President

Type name and title

M: Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

137

PROPERTY DESCRIPTION

Exhibit A

ALL that parcel or parcels of real property located in the County of Anne Arundel (~~----- Election District~~), State of Maryland, and more particularly described as follows:

512 10585

BEING KNOWN AND DESIGNATED AS Units A, B, C, D and E, as described in a Plat known as Family Medical Care Condominium Plat recorded among the Land Records of Anne Arundel County in Plat Book E34 at 50 and E35, page 1 and 2. The improvements thereon being known as 7951 Crain Highway.

Mail to Maryland National Bank

512 550

267873

FINANCING STATEMENT

NOT SUBJECT TO  
RECORDATION TAX

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code:

1. NAME AND ADDRESS  
OF DEBTOR:

Chrisland Corporation  
10645 Railroad Square  
Suite 300  
Fairfax, Virginia 22030

2. NAME AND ADDRESS  
OF SECURED PARTY:

Dominion Bank of Northern Virginia,  
National Association  
8150 Leesburg Pike  
Vienna, Virginia 22180

3. This Financing Statement covers the following types (or items) of property:

(a) All leases, sales contracts, tenant contracts and rental agreements and other contracts, licenses and permits now or hereafter affecting the land or improvements located thereon in Anne Arundel County, Maryland as described in Exhibit A attached hereto.

(b) All rents, issues and profits issuing under the aforesaid leases, sales contracts, tenant contracts and rental agreements and the aforesaid other contracts, licenses and permits, together with any rents, issues, cash or security deposits arising from the use or occupancy of the aforesaid land or buildings.

(c) All apparatus, buildings, building materials, capital equipment, appliances and fixtures now or hereafter erected or placed in or upon said land or any improvements thereon or now or hereafter attached to or used in connection with said land or any improvements thereon, and all additions thereto and all replacements thereof, whether or not the same have or would become part of said land by attachment thereto, including without limiting the generality of the foregoing, all furnaces, heaters, gas and electric light fixtures, refrigerating, ventilating, incinerating, garbage disposal, air conditioning apparatus and equipment, screens, screen doors, awnings, blinds, carpets, floor coverings, furniture, furnishings, gas and oil tanks and equipment, pipes, wires and plumbing, excluding any of the aforementioned owned or leased from third parties by tenants, and also all shrubbery or plants now or hereafter located on said land or improvements, all of which shall to the extent permitted by law be considered as annexed to or forming a part of said land. We

(d) All monies and proceeds derived from sale of real property, apparatus, chattels, fixtures, buildings, structures, improvements or leases, tenant contracts, rental agreements,

contracts, licenses, permits, rents, issues and profits, including all rents, refunds, rebates, tenant reimbursements, condemnation awards and proceeds of the sale of, insurance on or other borrowings secured in whole or in part by any of said property, apparatus, chattels, fixtures, buildings, structures, improvements or leases, sales contracts, tenant contracts, rental agreements, contracts, licenses, permits, rents, issues and profits.

(e) The interest of the Borrower in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Property or any part thereof.

4. The Deed of Trust and Security Agreement pursuant to which this Financing Statement is given is a Deed of Trust dated the 2nd day of June, 1987, from the Debtor to Daniel L. Bragg and Alvin L. Gunther Trustees, recorded among the Land Records of Anne Arundel County, Maryland, contemporaneously herewith and is additional security for the indebtedness therein described. The Secured Party or its assignee shall have, in addition to all the rights and remedies granted in said Deed of Trust, all the rights and remedies provided under the Uniform Commercial Code of the State of Maryland, or any other applicable law. All of said rights are cumulative and may be exercised either concurrently or independently and in such order as the Secured Party or its assignee shall determine.

5. All property covered hereby shall be subject to all of the terms of said Deed of Trust and, in the event of foreclosure, may be sold together with the real estate at such foreclosure sale. Debtor shall have the right to substitute articles of equal or greater value for any of those covered herein provided such replacements are free of any outstanding ownership interest, Financing Statement or other encumbrance.

6. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party under and pursuant to the Deed of Trust of even date herewith and under and pursuant to the Loan Agreement Amendment Number Two of even date herewith between the Secured Party and the Debtor (the "Agreement") as security for a loan made by the Secured Party to the Debtor under and pursuant to the Loan Agreement.

Debtor:  
Chrisland Corporation

Secured Party:  
Dominion Bank of Northern Virginia, National Association

By Paul A. Cuticchia  
Paul A. Cuticchia  
President

By Thomas J. Hinde  
Assistant Vice President

Date: June 2nd, 1987

512 518

EXHIBIT A

TO FINANCING STATEMENT

All those lots or parcels of ground situate, lying and being in the Second Taxing District of Anne Arundel County, State of Maryland, and described as follows:

Lots numbered 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69 and 70 as shown on a Plat entitled "Plat Two, Section Two, ANNAPOLIS COVE", as per plat of the same recorded among the Plat records of Anne Arundel County in Plat Book 97, pages 32 and 33.

Added to

Dominion BK

chris.fin

512 1143/11

268007

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) J.C. BRUNS - FORTNES 770 DIDDING CREEK RD ARNOLO MD 21012	2. Secured Party(ies) and Address(es) Ford Motor Credit Company 3828 Washington Blvd. Baltimore, MD 21227
---	--

12.00  
JUN 3 87  
we

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

WORLD EQUIPMENT LESS SIGN FRAMES

Check if covered:  Proceeds of collateral covered  Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:

*Jack C. Bruns*  
(SIGNATURE OF DEBTOR)  
Jack C. Bruns

Ford Motor Credit Company  
(NAME OF SECURED PARTY)

By \_\_\_\_\_ Agent

1200

268003

BOOK 512 PAGE 600

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT  
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) Cook John T 823 Main Ave Linthicum MD 21090	2. Secured Party(ies) and Address(es) Ford Motor Credit Company P.O. Box 637 Mechanicsville, VA 23111
---	--

For Filing Officer (Date, Time, Number and Filing Office)

RECORDED FEE 11.00  
PROPERTY CODE 001 116:00  
JUN 3 87

3. This Financing Statement covers the following types (or items) of personal property:

1. WINDMILL MODEL 80718C BEUSH CHAPER  
S/N 31023

WEL

Check if covered:  Proceeds of collateral covered  Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:

John Cook  
(SIGNATURE OF DEBTOR)  
John Cook

Ford Motor Credit Company  
(NAME OF SECURED PARTY)

(SIGNATURE OF DEBTOR)

BY: Lina Anabro Agent

11/50

**END  
LIBER**

**END  
LIBER**

MICRO-9