

ANNE ARUNDEL COUNTY, MARYLAND

**UNIFORM COMMERCIAL CODE
FINANCING STATEMENTS**

H ERLE SCHAFER
CLERK OF THE CIRCUIT COURT

CAMERA: SHIRLEY GRIZZEL

LIBER

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0-2

MARYLAND FINANCING STATEMENT

203607

(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 Fresh, Corp. T/A The Crate Cafe
(Name or Names)
7477 Baltimore- Annapolis Blvd. Glen Burnie, Maryland 21063
(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:
See attached Schedule A.

RECORD FEE 12.00
POSTAGE .50
MAY 21 1987
JUL 21 '87

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

LESSEE Fresh, Corp. T/A The Crate Cafe LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Rhonda Falcon, Pres (Title) By: Brian G. Connelly Mgr. (Title)
Rhonda Falcon Brian G. Connelly

(Type or print name of person signing) (Type or print name of person signing)

By: Lianna Mikulis, Sec. VP (Title) Return to: _____

(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

17.50

Mailed to Secured Party

SCHEDULE A

Attached to and made a part hereof Equipment Lease No. NFSL 2126
 dated June 5, 1987.

<u>Quantity</u>	<u>Description</u>
1	3M 2083 Audio Desk
1	3M AT-120 Amplifier
10	ATS-100 Speakers
17	3M-RMW-70CX Coax Speakers
1	3M PA/Entertainment Microphone with Cannon
1	Cannon Jack & Plate Assembly
2	AT-75 Volumn Attenuator
10	Hanging System for MS-100
1	3M H.O. Volumn Control AT-B5
1	3M AT-1000 Equalizer
1	3M Equalizer Cover
	1,500 ft. 18 Gage Speaker Wire
	300 ft. 18 Gage Microphone Wire

Approved and agreed to this 5th day of June, 198 7

Lessee: Fresh, Corp. T/A The Crate Cafe Lessor: Chesapeake Industrial Leasing Co., Inc.

By: *Ken F. Brannon* By: *Brian J. Connelly*
Dianna Hildner

Witness of Secured Party

MARYLAND FINANCING STATEMENT

208000

BOOK 515 PAGE 3

(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 Alan M. Landay - Insurance
345 Green Aspen Court (Name or Names) Millersville, Md. 21108
(Address)

LESSEE
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Palmer National Bank
Of LESSOR (Name or Names)
1667 "K" Street, N.W. Washington, D.C. 20006 (Address)

SEARCH FEE 11.00
INDEX FEE .50
TOTAL FEE 11.50
JUL 21 87

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

One - Compaq Portable 3 Computer, Model 40 w/40 Mg. Hard Disk, 1.2 Mg. Floppy 640K Ram;
1-Compaq Portable 3 Modem; 1-Compaq Desk Stand, Nylon Case, Plotter Cable, Hewlett Packard
7440 A Plotter.

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

LESSEE
Alan M. Landay - Insurance
By: Alan M. Landay - Insurance Owner (Title)
Alan M. Landay
(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

11.50

Mailed to Secured Party

FINANCING STATEMENT (UCC-1)

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$29,089.

1. Name of Debtor(s) (or Assignor): Jim's Air Tool and Equipment of Baltimore, Inc.
Address: 820 Fairview Ave.
Linthicum, MD 21090

2. Name of Secured Party (or Assignee): THE BANK OF BALTIMORE
Address: Attention: Commercial Loan Department
P.O. Box 896
Baltimore, MD 21203

3. This Financing Statement covers the following types (or items) of property:
(1) Model 100-5 ton trailer, 100-5152H00, VIN# 1C9BT1529H1193152
(1) Melroe 743 Bobcat loader with flot option and 6565111 60" C/I bkt w/o teeth S/N 31533
(1) Melroe model 743 Bobcat loader w/ flot option and 6569254 60" C/I Bkt w/ teeth S/N 31514
Melroe 6557906 Pallet Fork Frame
Melroe 6540183 42" Pallet Forks
And, all leases, chattel paper, rentals and other income related thereto and arising therefrom.

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

(If collateral is crops—describe real estate. Execute additional Financing Statements to file in each county involved.)
The above-described crops are growing or to be grown on:

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

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

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

RECORD FEE 11.00
RECORD TAX 206.50
SERVICE .50
1787 CITI 801 TOR #34
JUL 21 87

Debtor(s): Jim's Air & Tool Equipment of Baltimore, Inc.

Secured Party:

By: *James W. Goode Pres.*
James W. Goode, Pres.

THE BANK OF BALTIMORE

By: *Brad Sanner VP.*
Brad Sanner, VP
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)

11-00
206.50
.50

Filed to Secured Party

269000

515 5

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.
1 Church View Drive
Millsville, MD 21108

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

SECURITY FEE 11.00
POSTAGE .50
424973 11/27 801 708436
JUL 21 87

M-31420-1

(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

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

One (1) New Caterpillar Model #815 Compactor S/N 17Z00760
One (1) Caterpillar Model #815 Bulldozer S/N 39S00788

NOT SUBJECT TO RECORDATION TAX

~~XXXXXX~~ (A.A.)

~~XX~~ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Reliable Contracting Co., Inc

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

John T. Baldwin, Equip Super.

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)

Secured Party(ies) [or Assignees]

(1) Filing Officer Copy - Numerical

1150

UCC-1

Mailed to Secured Party

BOOK 515 PAGE 6

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)

David Thode T/A
GRAPHICS DEVELOPMENT CORP.
P.O. Box 9783
Arnold, MD 21012-0783

MAROX LEASING COMPANY
P.O. Box 463
Joppa, MD 21085-0463

RECORDING FEE 10.00
POSTAGE .50
MAY 21 1986
CK

4. This statement refers to original Financing Statement bearing File No. 261756 Book 498 Page 20
Filed with Anne Arundel County Date Filed May 9 1986

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

No. of additional Sheets presented:

MAROX LEASING COMPANY

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

By: Luise Chetty
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

10-50 STANDARD FORM - FORM UCC-3

Mailed to Secured Party

BOOK 515 PAGE 7 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

268091

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 Melvin Thomas, T/A Thomas Services
Address 1335 Baltimore & Annapolis Blvd Arnold, Md. 21012

2. SECURED PARTY

Name MAROX Leasing Company
Address P.O. Box 463
Joppa, Maryland 21085-0463

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

3. Maturity date of obligation (if any) _____

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

1 - Gestnetner 2200 w/ Stand, S/N 120J3987

Name and address of Assignee

RECORD FEE 12.00
POSTAGE .50
24582 0171 001 708-43
JUL 21 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)

Melvin C. Thomas, Jr.
(Signature of Debtor)

Melvin Thomas
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

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

Mailed to Secured Party

1250

BOOK 515 PAGE 8

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR: D&F ACQUISITION CORPORATION
8610 Cherry Lane
Laurel, Maryland 20707

LOCAL ADDRESSES: 11830 Rockville Pike
Rockville, Maryland 20852

3915 Coach Lane
Marlow Heights, Maryland 20746

1967 West Street
Annapolis, Maryland 21401

215 Key Highway
Baltimore, Maryland 21230

5604 York Road
Baltimore, Maryland 21212

129 Bowie Road
Laurel, Maryland 20707

1503 Rockville Pike
Rockville, Maryland 20852

RECORD FEE 17.00
POSTAGE .50
MAY 21 1987

2. NAME AND ADDRESS OF SECURED PARTY: SIGNET BANK/MARYLAND
P.O. Box 1077
Baltimore, Maryland 21203

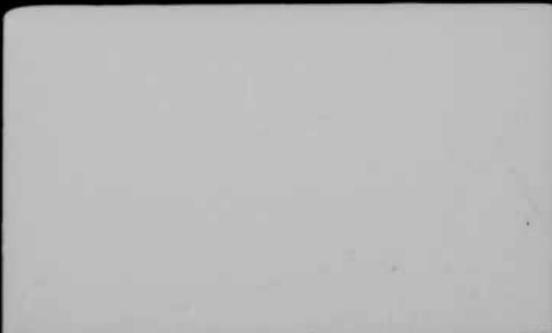
3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property:

(a) All right, title and interest of Debtor in and to equipment of every type and description, now owned and hereafter acquired and wherever

On this 29th day of June, 1987, Recordation Tax in the amount of \$ 5976.30 was paid to the Maryland State Department of Assessments and Taxation.

[Signature]

17-
SD



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.

(b) 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 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.

(c) 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 (including, without limitation, all rights of indemnification arising under that certain Agreement of Sale and Purchase among Alleghany Beverage Corporation, The Macke Company, Desks and Furnishings, Inc. and Debtor dated June 8, 1987), 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, franchises, trade names and trademarks.

(d) 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, 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 not exempt from the recordation tax.

Principal amount of debt initially incurred is \$7,900,000.00 of which \$ 1,561,092.00 is taxable as provided in the attached Recordation Tax Calculation.

6. RETURN TO: Kevin G. Gralley, Esquire
Weinberg and Green
100 South Charles Street
Baltimore, Maryland 21201

DEBTOR:

D&F ACQUISITION CORPORATION

By: *John J. Fitzgerald*
John J. Fitzgerald
President

June 26, 1987
(Date signed by Debtor)

RECORDATION TAX CALCULATION

TO: The Maryland State Department of Assessments and Taxation

Total value of all collateral located in Maryland.....	\$	
		<u>9,072,000.00</u> x <u>\$7,900,000.00</u> = <u>\$6,674,000.00</u>
Total value of all collateral.....	\$	<u>10,739,000.00</u>

Total value of all equipment, other non-exempt property located in Maryland.....	\$	
		<u>2,122,000.00</u> x <u>\$6,674,000.00</u> = <u>\$1,561,092.00</u>
Total value of all collateral located in Maryland	\$	<u>9,072,000.00</u>

Amount not exempt from tax = \$1,561,092.00

Tax Due = \$ 5,976.30

D&F ACQUISITION CORPORATION (Debtor)

Date: June 26, 1987

By: John J. Fitzgerald, Pres
John J. Fitzgerald, President

Mailed to Secured Party

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

BOOK 515 PAGE 12
208693

DATE: June 26, 1987

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR (S):

ADDRESS: Mary Lee Coughlin
31 Maryland Avenue
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:

<u>QTY</u>	<u>DESCRIPTION</u>
1	Entre Computer Compaq Model #286-40 Serial Number: 4724AM2B0805
1	Compaq Amber Monitor, Serial Number 9534511

RECORD FEE 11.00
SERVICE .50
RECORDED 1345 801 708:49
JUN 21 87

DEBTOR(S):

(Company Name)

BY: Mary Lee Coughlin
Mary Lee Coughlin

BY: _____

BY: _____

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS 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 signature.)

Mailed to Secured Party

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

515 26000-1 ¹³

DATE: June 26, 1987

(XXX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR (S): Don's Video Movies II, Inc.
2329-A Forest Drive
Annapolis, Maryland 21401

ADDRESS:

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

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

Blanket Lien: Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now owned and hereafter acquired, excluding motor vehicles.

RECORD FEE 11.00
NOTARIAL FEE .50
ANNAPOLIS 0345 001 108:49
JUL 21 87

DEBTOR(S):

Don Video Movies II, Inc.
(Company Name)

BY: *Donald L. Larkins*
Donald L. Larkins, President

BY: _____

BY: _____

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS 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 signatory.)

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated June 17, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

His/Her Enterprises, Inc. TA
Name Pat's Hallmark Shop
Address Northway Shopping Center
Millersville, Maryland 21108

2. SECURED PARTY

Name Hallmark Cards, Incorporated
Address 25th & McGee Trwy.
Kansas City, Missouri 64108

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

3. Maturity date of obligation (if any) _____

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

Trade fixtures, card racks, related equipment, and proceeds therefrom
Account number 003603
(county)

RECORDED FEE 12.00
STAMPAGE .50
JUN 21 10 21 AM '87

Approx. amount of contract \$35,000.00

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)

His/Her Enterprises, Inc. TA
Pat's Hallmark Shop
 (Signature of Debtor) President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Hallmark Cards, Incorporated
M. E. Collins Note Co-or.
(Signature of Secured Party)
M. E. Collins

Type or Print Above Signature on Above Line

1230

Mailed to Secured Party

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

(To Be Filed Among the Financing Statement Records)

BOOK 515 PAGE 15

268636

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR:

Stephen R. Brown
245 Kilmarnock Drive
Severna Park, Maryland 21108

2. NAME AND ADDRESS OF SECURED PARTY:

Trustees of Brown, Croft & Frazier, P.A. Pension Plan
c/o Brown, Croft & Frazier, P.A.
Anne Arundel General Hospital
Radiological Department
Annapolis, Maryland 21401

RECORDED FEE 11.00
INDEX FEE .50
JUL 21 87

3. This Financing Statement covers all of the following property:
The Debtor's vested account balance and all other interests as now or hereafter constituted in the Brown, Croft & Frazier, P.A. Pension Plan, all additions thereto, all extensions and renewals thereof and all substitutions therefore, together with all products and proceeds thereof (both cash and non-cash).

4. Not subject to recordation tax.

DEBTOR:

SECURED PARTY:

Stephen R. Brown (SEAL)
Stephen R. Brown

By: Stephen R. Brown (SEAL)
Stephen R. Brown

By: Vernon R. Croft (SEAL)
Vernon R. Croft

By: Robert W. Frazier (SEAL)
Robert W. Frazier

RETURN TO: Edward J. Adkins, Esquire, Miles & Stockbridge,
10 Light Street, Baltimore, Maryland 21202

(Handwritten mark)

1150

Mailed to Secured Party

FINANCING STATEMENT

208007

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 40,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk Circuit Court for Anne Arundel County

5. Debtor(s) Name(s) Address(es)
 UEK Corporation P. O. Box 3124
 Annapolis, Maryland 21401

RECORDATION FEE 11.00
 RECORDATION TAX 280.00
 CHARGE .50
 \$ 306.50
 JUN 21 87

6. Secured Party Address
 Equitable Bank, National Association 100 S. Charles Street
 Attention: B. Miller Baltimore, Maryland 21201

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

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

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

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

Debtors UEK Corporation
 By: Philippe Vauthier (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

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

Handwritten: 11-280-50

Handwritten signature

Mailed to Secured Party

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

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 515 PAGE 17
Identifying File No. 208003

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 112

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

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

1. DEBTOR

Name Chesapeake and Potomac Telephone Company of Maryland
Address 13100 Columbia Pike, Silver Spring, Maryland

2. SECURED PARTY

Name MetLife Capital Credit Corporation
Address Ten Stamford Forum, P.O. Box 601, Stamford, CT 06904

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

3. Maturity date of obligation (if any) _____

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

Seven Hundred Fifteen (715) Vehicles consisting of Chevrolet Cavaliers, Celebrities, Astros, Pickup Trucks and Blazers and all additions, accessories and attachments thereto under a Master Equipment Lease Agreement dated April 15, 1987.

LEASE - FILED FOR NOTICE PURPOSES ONLY

Filed with: County Clerk, Ann Arundel County, Maryland

RECORD FEE 11.00
SEARCH FEE .50
RECORD - 0345-801 109:09
JUL 21 97

CR # 4128

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)

CHESAPEAKE AND POTOMAC TELEPHONE COMPANY
OF MARYLAND

(Signature of Debtor)

Robert L. Connelley

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

METLIFE CAPITAL CREDIT CORPORATION

(Signature of Secured Party)

Charles H. Kuchar, Jr.

Type or Print Above Signature on Above Line

Mailed to Secured Party

11/50

*2700
Wilmington
Co.*

888699

UNIFORM COMMERCIAL CODE

Washington Law Reporter Form 1000
1675 Eye St., N.W., Washington, D.C. 20006

BOOK 515 PAGE 18

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
CAVE JAMES A	8457	NEED COT Rd	SEVERN	MD 21144
CAVE NANCY				

Name of Secured Party or assignee	No.	Street	City	State
<i>Jeffrey Consumer Company</i>	2510	Schultz's	Chesapeake	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)

*Replace & install new Powerguard 25,600 BTU Air Conditioning
Complete*

REGISTRATION FEE 12.00
STAMP FEE .50
TOTAL CHARGE 12.50
MAY 21 1987

RETURN TO:

(If affixed to realty—state value of each article) \$2079.00

CHECK THE LINES WHICH APPLY

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

Debtor(s) or assignor(s)

<u><i>Nancy S. Cave</i></u> Nancy S. Cave	<u><i>Jeffrey Consumer Company</i></u> (Seal) (Corporate, Trade or Firm Name)
<u><i>James A. Cave</i></u> James A. Cave	<u><i>James A. Cave</i></u> Signature of Secured Party or Assignee
(Type or print name under signature)	<u>Treasurer</u> (Owner, Partner or Officer and Title) (Signatures must be in ink)

12-30

Mailed to Secured Party

1250

BOOK 515 PAGE 19

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>
---	------------	---------------	-------------	--------------

Walter, John W.	7553 Ridge Road,	Hanover,	Maryland	21076
Walter, Lore E.				

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
--	------------	---------------	-------------	--------------

Griffith Consumers Company 2510 Schuster Drive, Cheverly, Maryland 20781

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

Installation of one Whirlpool Furnace-Burner Unit connected to existing heating system supply and retron ducts in premises. Unit includes new oil burner connected to existing fuel oil tank and new primary operating controls.

RECORDED FEE 12.00
 INDEX FEE .50
 JUL 21 1987

RETURN TO:

(If affixed to realty—state value of each article) \$1344.00

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)

John W. Walter
 John W. Walter
Lore E. Walter
 Lore E. Walter

Griffith Consumers Company (Seal)
(Corporate, Trade or Firm Name)

Louise M. Jones
Signature of Secured Party or Assignee
Treasurer

(Type or print name under signature)

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

12/82

Mailed to Secured Party

12.50

515 MAR 20

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) The Eames Corp. c/o White Rock Marina 1402 Colony Rd. Pasadena, MD	2. Secured Party(ies) and address(es) Midlantic National Bank 2 Broad St. Bloomfield, N.J. 07003	3. Maturity date (if any) <u>XX</u> For Filing Officer (Date, Time and Filing Office) SECURITY FEE 10.00 POSTAGE .50 RECORDS 0345 401 TOP:17 JUN 21 87 CK
---	---	---

4. This statement refers to original Financing Statement bearing File No. 244972 L455 P571
Filed with ~~Midlantic National Bank~~ Anne Arundel Date Filed 11/12/82 1982

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. Continuation of original UCC I filing.

No. of additional Sheets presented: _____

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

By: Midlantic National Bank Signature(s) of Secured Party(ies)
Robert J. Meek, AC

(1) Filing Officer Copy - Alphabetical

10

STANDARD FORM - FORM UCC-3

Mailed to Secured Party

208771

BOOK 515 PAGE 21

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

No. of Additional Sheets Presented

3 The Debtor is a transmitting utility.
4 For Filing Officer: Date, Time, No. Filing Office

1. Debtor(s) (Last Name First) and Address(es)
Performance Discount Tire, Inc.
1047 Maryland Rt 3 N
Gambrills, MD 21054

2. Secured Party(ies) Name(s) and Address(es)
MICHELIN TIRE CORPORATION
Patewood Executive Park
2 Patewood Court
Greenville, SC 29615

INVENTORY NOT SUBJECT TO RECORDATION TAX

5. This Financing Statement covers the following types (or items) of property
All inventory (including but not limited to, tires, tubes, supplies and accessories) now owned or hereafter acquired by Debtor, which bears the brand name "Michelin" or any other brand name owned or used by Michelin Tire Corporation now or in the future; all accounts receivable and contract rights, including chattel paper, arising therefrom; all increases, substitutions, replacements, additions, and accessories thereto; and all proceeds thereof;
 Products of the Collateral are also covered

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

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

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

9. Name of a Record Owner

No. & Street Town or City County Section Block Lot

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

PERFORMANCE DISCOUNT TIRE, INC.

MICHELIN TIRE CORPORATION

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

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

(1) Filing Officer Copy-Numerical
STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York
15/82

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 William W. Musgrove Jr. and William W. Musgrove Sr.

Address 7733 Telegraph Road, Lot #47, Severn, Maryland 21144

2. SECURED PARTY

Name THE BANK OF BALTIMORE

Address Baltimore & Charles Streets, 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)

1983 Windsor Mobile Home, 70'x14', Serial No. ZWI701415817

REGISTRATION FEE 12.00
TAXES 1.50
625920 1345 901 109:20
JUL 21 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)

William W. Musgrove Jr.
(Signature of Debtor)

William W. Musgrove Jr.
Type or Print Above Name on Above Line

William W. Musgrove Sr.
(Signature of Debtor)

William W. Musgrove Sr.
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Mrs. Sylvia Hill
Type or Print Above Signature on Above Line

10.50

Mailed to Secured Party

BOOK 6457093 23

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Tina Blevins
Barry T. Blevins

7959 Telegraph Road #63
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).

USED 1985 Liberty Homes, Inc., Mobile Home
70 X 14, Serial # 08-L-56293
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

RECORD FEE 12.00
POSTAGE .50
BALTIMORE 21201 109:20
JUN 21 87

Debtor

Secured Party

X Tina Blevins
TINA BLEVINS

THE BANK OF BALTIMORE

Barry T. Blevins
BARRY T. BLEVINS

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

12.50

Money to Secured Party

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Derwin O. Clyburn
Loretta L. Clyburn

7959 Telegraph Road #128
Severn, Maryland 21144

HA Co

SECURED PARTY

THE BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21201

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

New 1987 Liberty Homes, Inc., "Glen Oaks" X47009 Mobile Home Beige/Brown, Serial # 08-L-59161, 70 X 14

- 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.

RECORDING FEE 12.00
 RECORDING 1.50
 BALANCE 109.20
 JUN 21 87

Debtor *Derwin O. Clyburn*
 DERWIN O. CLYBURN

Secured Party
 THE BANK OF BALTIMORE

Loretta L. Clyburn BY *Mrs. Sefira Hill*
 LORETTA L. CLYBURN

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

19.50

Mailed to Secured Party

208775

BOOK 515 PAGE 25

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented. 3. The Debtor is a transmitting utility. 4. For Filing Officer: Date Time No. Filing Office

1. Debtor(s) Last Name (or) and Address(es): WILLIAM TAYLOR BRYANT JR., KIM LEE ANN BARRISON, 37 SANDS RD, LOTHRIAN, VA, 22191

2. Secured Party(ies) Name(s) and Address(es): GREEN TREE ACCEPTANCE INC., 2200 DRITZ BLVD, #205, WOODBRIDGE, VA, 22191

RECORD FEE 12.00, FILING FEE 2.50, #75023 (345) 701 109:21

5. This Financing Statement covers the following type(s) for item(s) of property: 1987 BRIGADIER 160, 48 X 24 SERIAL # 3019248, AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANANCES THEREIN AND THEREON; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S PRODUCT AND IDENTIFICATION TAGS. Products of the Collateral are also covered.

6. Assignments of Secured Party and Address(es): 7. The described crops are growing or to be grown on * The described goods are or are to be affixed to * The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8)

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

9. Name of a Record Owner

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): which is proceeds of the original Collateral described above in which a security interest was perfected; or acquired after a change of name, identity or corporate structure of the Debtor; or as to which the filing has lapsed; or already subject to a security interest in another jurisdiction; when the Collateral was brought into this State; or when the Debtor's location was changed to this State. 11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: Consignee(s) and Consignor(s); or Lessee(s) and Lessor(s)

By: William Bryant Jr. Kim Lee Ann Barrison Signature(s) of Debtor(s) By: Isabel Manfredi Signature(s) of Secured Party(ies) (Required only if Item 10 is checked) GREEN TREE ACCEPTANCE INC.

(3-83) (1) FILING OFFICER COPY - NUMERICAL STANDARD FORM - FORM UCC 1 - Approved by Secretary of Commonwealth of Pennsylvania

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 515 PAGE 26
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 7 July 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jack E. Plakotaris, Jr. and Dottie Plakotaris t/a Jake's Steaks
Address 136 Island View Drive, Annapolis, Maryland 21401

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road, Bldg. 700, Annapolis, Maryland 21401

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

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

All inventory, equipment, accounts and other rights to payments, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash or non-cash) from such inventory, equipment, accounts and other rights to payments, and general intangibles.

RECORD FEE 13.00
STAMP FEE .50
IN 3332 0345 001 109:30
JUL 21 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)

Jack E. Plakotaris, Jr.
(Signature of Debtor)

Jack E. Plakotaris, Jr.
Type or Print Above Name on Above Line

Dottie Plakotaris
(Signature of Debtor)

Dottie Plakotaris
Type or Print Above Signature on Above Line

John J. Feldman, III
(Signature of Secured Party)

John J. Feldman, III, Vice President
Type or Print Above Signature on Above Line

13.50

208708

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>Devinder S. & Harinder J. Dhillon T/A Pasadena Subway 8130 Ritchie Highway Pasadena, MD 21122</p>	<p>2. SECURED PARTY and Address</p> <p>Signet Bank/Maryland 7 St. Paul Street Baltimore, Maryland 21202</p> <p>Attn: Commercial Loan Dept.</p> <hr/> <p>Return to Secured Party</p>
--	---

3. This Financing Statement covers the following types (or items) of property: All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

[X] 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 Subway Franchise (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:

[X] B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

[X] C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

[] D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

[] E. Other.

RECORD FEE 13.00
RECORD TAX 70.00
CHARGE .50
TOTAL DUES 109.50
JUL 21 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: \$ 35,000.00 *

DEBTOR:

SECURED PARTY:

SIGNET BANK/MARYLAND

Pasadena Subway
(Type Name)

By: Andrew J. Hundertmark

By: Devinder S. Dhillon
** Devinder S. Dhillon

Andrew J. Hundertmark, AVP
(Type Name)

By: Harinder J. Dhillon
** Harinder J. Dhillon

June 12 19 87
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa. *EQUIPMENT VALUED AT \$10,000.00 AND SUBJECT TO TAX ON THAT AMOUNT ONLY.

**SIGNING AS INDIVIDUALS - EXTRA DOLLAR INCLUDED.

135 75 50

Return to Secured Party

FINANCING STATEMENT FORM UCCE

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 BARRY C. REUSING
Address 211 MARLEY NECK ROAD GLEN BURNIE MARYLAND 21061

2. 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) _____

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

- 1 - NEW KUBOTA TRACTOR MN# G6200H SN# 32236
- 1 - NEW KUBOTA MOWER RC48 18886

Name and address of Assignee
RECORD FEE 11.00
POSTAGE .50
JUL 21 1987

KUBOTA CONTRACT # 13400-810201

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)

Barry Reusing
(Signature of Debtor)
BARRY C. REUSING
Type or Print Above Name on Above Line

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

[Signature]
CORP. SECY.
(Signature of Secured Party)
BALDWIN SERVICE CENTER INC.
Type or Print Above Signature on Above Line

11-50

515 30

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254269

RECORDED IN LIBER 478 FOLIO 586 ON October 18, 1984 (DATE)

1. DEBTOR

Name Riva II Limited Partnership
FORMER ADDRESS: 1151 Seven Locks Road, Potomac, Maryland 20854
Address PRESENT ADDRESS: 1201 Seven Locks Road, Rockville, Maryland 20854

2. SECURED PARTY

Name FIRST AMERICAN BANK OF MARYLAND
Address 8701 Georgia Avenue, Silver Spring, Maryland 20910

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

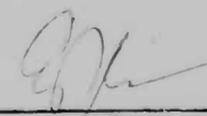
3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) termination</p>
	<p>RECORDING FEE 10.00 STATE 1.50 ...3071 0345 001 110-20 JUL 21 87 CK</p>	

1030

FIRST AMERICAN BANK OF MARYLAND

Dated June 17, 1987

BY: 
(Signature of Secured Party)
Earl R. Gieseman, Vice President
Type or Print Above Name on Above Line

Mailed to Secured Party

A A Co

STATE OF MARYLAND

200710

FINANCING STATEMENT FORM UCC-1

Identifying File No. 515 31

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 WENDELL E. LILLY JR. INC.
Address 106 SUMMERS RUN ROAD ANNAPOLIS MARYLAND 21401

2. XXXXXXXXXXXXXXX

Assignee: KUBOTA CREDIT CORPORATION, USA SOUTHEAST DIVISION

Name Address 4444 SHACKLEFORD RD. NORCROSS, GEORGIA 30093

RECORD FEE 11.00 POSTAGE .50 JUL 21 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# L2850 SN# 53510
1 - NEW KUBOTA LOADER BF500 11875
1 - NEW WOODS BOX BB6 1714
1 - NEW MODERN RAKE MR36 1502
1- New D&M Trailer BP EM162839
1- New Woods Backhoe BH750 3933

SECURED PARTY
Name and address of Secured Party
BALDWIN SERVICE CENTER INC.
41 DEFENSE HIGHWAY
ANNAPOLIS, MARYLAND 21401

KUBOTA CONTRACT # 13400-810980

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

WENDELL E. LILLY JR.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Assigned to Assignee

Signature of Secured Party

BALDWIN SERVICE CENTER INC.
Type or Print Above Signature on Above Line

11/50

FINANCING STATEMENT FORM UCC-1

Identifying File No: 515 PAGE 32

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 6/22/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GARY NEIL WHEELER
Address 1031 EPPING FOREST ROAD ANNAPOLIS, MARYLAND 21401

2. SECURED PARTY

Name BALDWIN SERVICE CENTER INC.
Address 41 DEFENSE HIGHWAY
ANNAPOLIS, MARYLAND 21401
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORDING FEE 11.00
POSTAGE .50
RECORDED 15748 401 710437
JUN 21 87

3. Maturity date of obligation (if any)

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

- 1 - NEW CASE-IH TRACTOR MN# 244 SN# 10273
1 - NEW WOODS MOWER RM500 6920
ASSIGNEE:
J I CASE CREDIT CORPORATION
5790 WIDEWATERS PARKWAY
SYRACUSE, NEW YORK 13214

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: GARY NEIL WHEELER
Type or Print Above Name on Above Line
Signature of Debtor
Type or Print Above Signature on Above Line

Signature of Secured Party: BALDWIN SERVICE CENTER INC,
Type or Print Above Signature on Above Line

1150

208712

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) SMITH, STANLEY F. 119 E. BAYVIEW DRIVE ANNAPOLIS, MARYLAND 21403	2. Secured Party(ies) and address(es) BALDWIN SERVICE CENTER INC. 41 DEFENSE HIGHWAY ANNAPOLIS, MARYLAND 21401	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 MISTAKE .50 REC'D 0445 PM 7/10/87 JUL 21 87
4. This financing statement covers the following types (or items) of property: 1 - NEW KUBOTA TRACTOR MN# L2550GST SN# 80147 1 - NEW KUBOTA LOADER BF400G 13181 1 - NEW MODERN RAKE MR36 1778 1 - NEW KUBOTA TRACTOR F2000 10825 1 - NEW KUBOTA MOWER RC60-F20 10389 KCC- 810094		5. Assignee(s) of Secured Party and Address(es) KUBOTA CREDIT CORP PO BOX 105598 ATLANTA, GEORGIA 30348-5598

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

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

Filed with:

By: Stanley F. Smith
Signature(s) of Debtor(s)

BALDWIN SERVICE CENTER, INC
By: _____
CORP. SECY.
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM FORM UCC-1.

MAILED TO ADDRESSEE

208713
BOOK 515 PAGE 34

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)
C.E. ROYDHOUSE
217 DEWEY DRIVE
ANNAPOLIS, MD. 21401

2. Secured Party(ies) and address(es)
BALDWIN SERVICE CENTER INC.
41 DEFENSE HWY
ANNAPOLIS, MD. 21401

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:

1 - NEW KUBOTA TRACTOR	MN# L2250DT	SN# 52811
1 - NEW KUBOTA LOADER	BF400G	13655
1 - NEW D+M TRAILER	BP	162700
1 - NEW WOODS MOWER	M-5	85590
1 - NEW ECHO TRIMMER	SRM2200	48963

KUBOTA CONTR # 13400-839948

5. Assignee(s) of Secured Party and Address(es)
KUBOTA CREDIT CORP
PO BOX 105598
ATLANTA, GEORGIA
3034805598

RECORD FEE 11.00
POSTAGE .50
RECEIVED 6345 F01 110432
JUL 21 87

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

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

By: Charles E. Roydhouse
Signature(s) of Debtor(s)

BALDWIN SERVICE CENTER, INC
By: [Signature]
Signature(s) of Secured Party(ies) CORP. SECY.

(1) Filing Officer Copy - Alphabetical
11.50
STANDARD FORM - FORM UCC-1.

268711

MARYLAND FINANCING STATEMENT

BOOK 515 PAGE 35

(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 Glenn J. McCoy T/A Accessories, Ltd.
(Name or Names)
32 Lee Street Annapolis, Maryland 21401
(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- Rotary SPOA84 Electric Hydraulic Lift

RECORD FEE 12.00
STAMP .50
RECORDED 801 110233
JUL 21 87

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

LESSEE
Glenn J. McCoy T/A Accessories, Ltd.

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: *Glenn J. McCoy* Owner
(Title)
Glenn J. McCoy

By: *Brian G. Connelly* Mgr.
(Title)
Brian G. Connelly

(Type or print name of person signing)

(Type or print name of person signing)

By: _____
(Title)

Return to:

(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

Mailed to Secured Party

1050

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

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 502

Page No. 464

Identification No. 36758 201933

Dated September 15, 1986

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

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

3. Maturity Date (if any)

4. Check Applicable Statement:

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

BEING KNOWN AND DESIGNATED as Lot No. 41 as shown on the Plat entitled "Phase Two, Plat 1, Section 10, Shipley's Choice", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 100 folio 46.

RECORDED FEE 10.00
STAMP .50
ASSIGNMENT #01 T10:37
JUL 21 87
BY CLERK

Dated: March 10, 1987

Yorkridge-Calvert Savings & Loan Association
Name of Secured Party

Signature of Secured Party

Joseph J. Basta, Sr., Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

10.50

865674 Mailed to Secured Party

2087

BOOK 515 PAGE 37

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor:
Robert W. Childs

Address:
214 Oak Court
Severna Park, Maryland 21146

2. Secured Party:
SECOND NATIONAL FEDERAL
SAVINGS BANK

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

SEARCHED FREE 17.00
INDEXED .50
SERIALIZED 17.00
JUL 21 1937

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

1750



by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

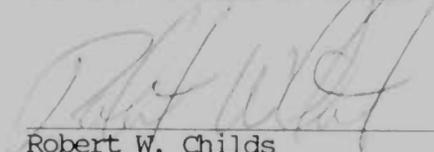
(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any development of or use of the property.

4. The aforesaid items covered by this Financing Statement are included as security in the Deed of Trust and Deed of Trust Promissory Note executed 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 W. CHILDS



Robert W. Childs (SEAL)

Dated: 6/24/87

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

S400003p.MLS





Parcel 1

Beginning for the same thereof at a pipe found in the north 10 degrees 58 minutes 10 seconds west 272.25 foot line of the conveyance from William F. Podlich, Executor under the Last Will and Testament of John L. Fisher, et al to Samuel J. Aaron and Rebecca Aaron, his wife by Deed dated January 29, 1963 and recorded among the Land Records of Anne Arundel County in Liber LNP No. 1632, folio 160; said pipe being located south 20 degrees 05 minutes 22 seconds east 100.23 feet measured reversely along said line, with meridian referred to Maryland Grid north, from a pipe found at the end thereof; said beginning pipe also marks the end of the south 71 degrees 54 minutes 20 seconds east 551.49 foot line of the conveyance from Wilmer T. Stone and Alice M. Stone, his wife to Norman E. Shires and Christina M. Shires, his wife, by Deed dated May 10, 1960 and recorded among said Land Records in Liber GTC No. 1389, folio 545; thence from the place of beginning so fixed, leaving the conveyance to Aaron and running with the outlines, reversely with courses referred to Maryland Grid north, of the said conveyance to Shires, the following two courses and distances: north 79 degrees 47 minutes 16 seconds west 551.11 feet to a pipe found, thence north 35 degrees 13 minutes 45 seconds west 204.78 feet to a pipe found; said pipe marks the beginning of the north 75 degrees 55 minutes east 84.75 foot line of the conveyance from Frank J. Concannon and Gertrude Agnes Concannon, his wife, to Norman E. Brown and Mildred G. Brown, his wife, by Deed dated April 1, 1954 and recorded among the said Land Records in Liber JIII No. 821, folio 558; thence leaving the conveyance to Shires and running with the said line of conveyance to Brown, corrected as aforesaid, north 67 degrees 58 minutes 52 seconds east 84.73 feet to a pipe found; thence running with part of the north 30 degrees 35 minutes east 211.85 foot line of the said conveyance to Brown, corrected as aforesaid, north 22 degrees 39 minutes 28 seconds east 125.42 feet to a pipe set in the southerly right of way of relocated Jones Station Road as shown on the Anne Arundel County Department of Public Works Plat No. 21, which is recorded with the conveyance from Wilmer T. Stone and Alice M. Stone, his wife, to Anne Arundel County, Maryland by Deed dated March 22, 1968 and recorded among the said Land Records in Liber MSII No. 2161, folio 241; thence leaving the conveyance to Brown and running with the southerly right of way line of relocated Jones Station Road, as shown on said Plat, south 81 degrees 05 minutes 07 seconds east 0.31 of a foot to a point which is located 95 feet southerly from and radial to Station 121 of the base line of right of way as shown on said Plat; thence continuing with said right of way line, north 87 degrees 13 minutes 22 seconds east 53.66 feet to a point located 80 feet southerly from and radial to Station 121 plus 50 of the base line of right of way; thence north 81 degrees 07 minutes 15 seconds east 55.07 feet to a point located 60 feet southerly from and radial to Station 122 of the base line of right of way; thence still with said right of way line along a regular curve to the left having a radius of 2924.79 feet, a chord south 80 degrees 54 minutes .11 seconds east 290.68 feet, for an arc length of 290.80 feet to a pipe set; said pipe being located 60 feet southerly from and at right angles to Station P. T. 124 plus 84.81 of the base line of right of way as shown on said Plat; thence still with said right of way line, south 83 degrees 45 minutes 05 seconds east 3.29 feet to a pipe set at the intersection formed by said right of way line with the division line between the property of Wilmer T. Stone, herein being described, and the property of Samuel J. Aaron, above mentioned; thence leaving said right of way line and running with part of the division line between the property of Stone and the property of Aaron, as now surveyed, south 19 degrees 34 minutes 15 seconds east 300.47 feet to a pipe found at the end of the north 10 degrees 58 minutes 10 seconds west 272.25 foot line in the conveyance to Aaron; above mentioned; thence running with part of said line, reversely, corrected as aforesaid, south 20 degrees 05 minutes 22 seconds east 100.23 feet to the place of beginning. Containing 4.08 acres, more or less.

Subject to a revertible easement areas for supporting slopes as shown on the Anne Arundel County Department of Public Works Plat No. 21 recorded with the Deed dated March 22, 1968 which Deed is recorded among the aforesaid Land Records in Liber MSII No. 2161, folio 241, from Wilmer T. Stone and wife to Anne Arundel County, Maryland.

Schedule "A" Cont'd

BOOK 515 PAGE 40

Parcel 2

BEING KNOWN AND DESIGNATED AS PART OF LOT 4 and further described as follows:

Beginning for the same at an iron pin found along the south side of College Parkway at a point marking the end of the north 19 degrees 51 minutes 10 seconds West 822.92 foot boundary line of the plat "Candle Ridge" and recorded among the land records of Anne Arundel County, Maryland in Plat Book 75, folio 24; thence leaving said point of beginning so fixed and running with and binding along a portion of the south side of said College Parkway, (1) South 83 degrees 51 minutes 27 seconds East 39.00 feet; thence running across a portion of Lot 4 as shown on the aforementioned plat, (2) south 06 degrees 08 minutes 33 seconds West 79.98 feet to intersect the aforementioned 822.92 foot line, (3) north 19 degrees 51 minutes 10 seconds West 88.98 feet to the point of beginning. Containing in all 1,560 square feet of land, more or less.

Mailed to Secured Party

208716

515 PAGE 41

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor:
HUDSON STREET ASSOCIATES
LIMITED PARTNERSHIP

Address:
c/o Harvey B. Maisel
5828 Hubbard Drive
Rockville, Maryland 20852

2. Secured Party:
SECOND NATIONAL FEDERAL
SAVINGS BANK

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

RECORD FEE 15.00
STAMPAGE .50
RECORDING FEE 11.0459
7/21/87
OK

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 its successors assigns, or designees 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 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

15.50



BOOK 515 PAGE 42

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

(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with the contemplated development of the property into a three (3) office building condominium project or any business operated upon the premises.

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

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

Debtor: HUDSON STREET ASSOCIATES LIMITED PARTNERSHIP

BY: [Signature] (SEAL)
Harvey B. Maisel, General Partner

BY: [Signature] (SEAL)
Michael S. Hollins, General Partner

Dated: June 29, 1987

MR. CLERK:

Please return to:

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

S355263p.mls

EXHIBIT A

515 THE 43

ALL that lot or parcel of ground situate in the Second Assessment District of Anne Arundel County, State of Maryland, containing 13.035 acres, more or less, and being more particularly described in the Deed from James F. Gomoljak, et al, to J. George Cuccia, et al, dated July 10, 1967 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber M.S. H. 2083 at Folio 421.

AND BEING all that parcel of land deeded unto HUDSON STREET ASSOCIATES LIMITED PARTNERSHIP by Deed dated December 10, 1986, from HUDSON STREET COMPANY and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 4237, folio 157.

s35526ex.amn

Mailed to Secured Party

BBEALL

Tower Federal



Credit Union

BOOK 515 PAGE 44

200717

FINANCING STATEMENT

Debtor(s)

Date: 6-16-87

Name: LAURA L ZEITS & CRAIG COOK

Address: 5026 Orchard Drive
Ellicott City Md 21043

Secured Party: Tower Federal Credit Union
P.O. Box 123
Annapolis, Maryland 20701

- The Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). 1983 Liberty Leader 14x52
equipped with: range, refrigerator, clothes washer, 8000 BTU a/c, acc.shed,
complete carpeting, bay window
- If above described personal property is to be affixed to real property, describe real property.

SEE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF

3. Proceeds of collateral are are not covered.

4. Products of collateral are are not covered.

5. This transaction is is not subject to a recordation tax.

If subject to tax: Amount Financed 12,179.00 Recordation Tax 100.00

Circuit Court for Anne Arundel County

Debtor(s):

X Laura L Zeits
(Signature)

X LAURA L ZEITS
(Type or Print)

X Craig E Cook
(Signature)

X Craig E. Cook
(Type or Print)

Secured Party:

Tower Federal Credit Union

By: BBEALL

RECORDATION FEE 12.00
RECORDATION TAX 87.50
TOTAL 99.50
JUL 21 1987

TO: THE FILING OFFICER:

After recordation please mail to:

Tower Federal Credit Union
P.O. Box 123
Annapolis Junction, Maryland 20701

12-1-87
87.50

Mailed to Secured Party

BBEALL

Tower Federal Credit Union



"ADDENDUM MOBILE HOME"

The undersigned debtor grants to Tower Federal Credit Union, its successors and assigns, a purchase money security interest, in accordance with the terms and conditions of the Security Agreement for Closed End Loan on the reverse side of the Loan Request and Credit Disclosure Statement to which this Addendum I is Attached, in and to the following described personal property:

Collateral: Mobile Home NEW OLD

Year: 1983
Make and Model: Liberty Leader
Length and Width: 14 x 52
Serial Number: LEADER08L51572

Equipment (included as part of the collateral):

- Range # MPM-220-X
- Refrigerator # EEL-142CT
- Freezer #
- Dishwasher
- Clothes Washer WWA 8300 PALHT
- Dryer
- Awnings
- Skirting 132 linear ft.
- Air Conditioning Unit VWE-5172A (window unit)
- Acc. Shed 8 x 10 ft.
- Furniture (Mfgs. Floor Plan
- Other

Primary use of collateral:

- Personal, family or household
- Farming Operations
- Business

Will the collateral be affixed to the land? NO YES

If yes, give full name of the record owners of the land: WAYNE AYRES-MANAGER
Chesapeake Mobile Home park

The collateral is to be located at: Chesapeake Mobile Home Park, Hanover, MD 21076

Date: 16 June 1987

Laura L. Zeits
DEBTOR
Craig E. Cook
DEBTOR

Box 123/Annapolis Junction/Maryland 20701/301-688-6486

Money to Secured Party

268719

BOOK 515 PAGE 46

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):

RCS DEVELOPMENTS INC.
P.O. BOX 4088
ANNAPOLIS, MD 21403
(IN ANNE ARUNDEL COUNTY)

2. Secured Party(ies)

Address(es) And Name(s):

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

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

SEARCH FEE 11.00
STAMP .50
... JUL 21 '87

7. This Financing Statement covers the following types or items of collateral:

(Describe real estate, including record owner if item 6 is applicable)

ONE MELROE BOBCAT LOADER MODEL 843, SERIAL NUMBER 25226, WITH FLOTATION TIRES AND A 66" BUCKET WITH TEETH.

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

Clark Equipment Credit Corporation
128 East Front Street
Buchanan, Michigan 49107

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX.

DEBT EXCEEDS \$200.00

Proceeds of the collateral are also covered.

Filed with: Sec. of State Filing Office of _____ County/City

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.

8. Signatures:

RCS DEVELOPMENTS INC.

JOHN C. LOUIS CO. INC.

By Robert A. ...

Debtor(s) [or Assignor(2)]

By W. Davison

Secured Party(ies) [or Assignee(s)]

W. Davison, President

(2) Filing Officer Copy - Alphabetical

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

FORM UCC

1

200719

BOOK 515 PAGE 47

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. \$ _____

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 Schettler Management, Inc.
Corporate Address 221 Queen Anne Club Dr., Stevensville, MD 21666
Location of equip.: 122-124 Hillsmere Dr., Annapolis, MD 21403

2. SECURED PARTY
Name Diversified Leasing, Inc.
Address 2024 West Street
Annapolis, MD 21401
Person And Address To Whom Statement Is To Be Returned If Different From Above.

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

See Schedule 1 attached hereto and made a part hereof.

SEARCH FEE 11.00
POSTAGE .50
TOTAL 11.50
APR 21 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)

11/50

Anthony C. Schettler
(Signature of Debtor)

Anthony C. Schettler
Type or Print Above Name on Above Line

L.L. Summers
(Signature of Debtor)

Type or Print Above Signature on Above Line

L.L. Summers
(Signature of Secured Party)

L.L. Summers
Type or Print Above Signature on Above Line

Mailed to Secured Party

DIVERSIFIED LEASING, INC.
2024 West Street
Annapolis, MD 21401

SCHEDULE 1
DESCRIPTION OF EQUIPMENT COLLATERAL

515 48

The following description of Collateral supplements, and is part of, the Continuing General Security Agreement (the "Security Agreement") dated JUNE 15, 1987 between the undersigned ("Debtor") and Diversified Leasing, ("Secured Party"):
Inc.

(Describe Collateral fully, including year, make, model, kind of unit, serial and motor numbers and any other pertinent information.)

Fourteen (14) WASCOMAT Model W74 washers.

Six (6) WASCOMAT Model W124 washers.

One (1) WASCOMAT Model P10 washer.

One (1) WASCOMAT Model W184 washer.

Fifteen (15) AMERICAN Model AD6 dryers.

One (1) WASCOCLEAN Model C15 dry cleaning machine.

One (1) hot water heater.

One (1) color television.

One (1) bill changer.

Miscellaneous counters, tables, benches and baskets.

and all other equipment now owned or hereafter acquired and wherever located and all present and future additions, attachments and accessions thereto and all substitutions therefor and replacements thereof.

All of the terms and provisions of the Security Agreement are hereby incorporated in, and made a part of, this Schedule to the same extent as if fully set forth herein. Any terms used herein which are defined in the Security Agreement shall have the same meanings as are provided therefor in the Security Agreement.

Date: JUNE 15, 1987 Schettler Management, Inc.
Debtor

By: Anthony C. Schettler, Pres.
Title

FORM NO

Matted to Secured Party

___ TO BE
XXX NOT TO BE

RECORDED IN
LAND RECORDS

___ SUBJECT TO
XXX NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ 60,492.60

208700

515 PAGE 40

FINANCING STATEMENT

1. DEBTOR (S):

HOPKINS & WAYSON
Name or Names - Print or Type

1358 MARLBORO ROAD LOTHIAN, MARYLAND 20711
Address - Street No., City - County State Zip Code

Name or Names - Print or Type

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

2. SECURED PARTY:

JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY
Name or Names - Print or Type

400 19th STREET MOLINE ILLINOIS 61265
Address - Street No., City - County State Zip Code

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

New John Deere 410C Loader Backhoe, S/N T0410CG737307

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):

John M. Wayson
Signature of Debtor

Type or Print

Signature of Debtor

Type or Print

SECURED PARTY:

JOHN DEERE INDUSTRIAL EQUIPMENT CO.
Company, if applicable

Signature of Secured Party

Type or Print (include title Co. if

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

11/90

MAILED TO SECURED PARTY

208721

515 50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated 5/19/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name COST / PLUS, INC
Address 9E CENTRAL AVE, GLEN BURNIE, MD 21061

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) Konica Royal 2203 ZMR Copier, s/n 8916910
- One (1) Stand

REGISTRATION FEE 11.00
 POSTAGE .50
 ... CHS R01 711 #18
 APR 21 87

CHECK THE LINES WHICH APPLY

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

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

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

[Signature]
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

[Signature]
(Signature of Secured Party)

Bruce A. Reichelderfer, Jr.
Type or Print Above Name on Above Line

A.A. Co
1150

208722

BOOK 515 PAGE 51

FINANCING STATEMENT

1 To Be Recorded in the Land Records at _____
 2 To Be Recorded among the Financing Records at Anne Arundel County
 3 Not subject to Recordation Tax.
 4 Subject to Recordation Tax on an initial debt in the principal amount of \$ 79,760.00 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 \$ 560.00 6/15/87

5 Debtor(s) Name(s) Address(es)
 The Aquarium Inc. 180-L Fenrod Court
 t/a Aquarium Products Glen Burnie, Maryland 21061

RECORD FEE 10.00
 RECORD TAX 560.00
 POSTAGE .50

6 Secured Party Maryland National Bank Address Department LDRU
 Attention R. Riley Post Office Box 987, Mailstop 022801
 Baltimore, Maryland 21203

JUL 21 1987

(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: The Aquarium Inc. t/a Aquarium Products

Secured Party Maryland National Bank

By: A. Merrill Cohen, Pres. (Seal)
 Type name and title, if any
 A. Merrill Cohen, President

By: Britt A. Saitta (Seal)

By: _____ (Seal)
 Type name and title, if any

Britt A. Saitta, Comm'l Banking Officer
 Type name and title

12-560-SU

0106823-9005

Mailed to Secured Party

515 52

Schedule A
to
Financing Statement
by and between
The Aquarium Inc. t/a Aquarium Products, Debtor
in favor of
Maryland National Bank, Secured Party

<u>QUANTITY</u>	<u>EQUIPMENT</u>
1	Injection Mold Machine
500	European 220 cycle motors
1	Hot air hopper dryer (gr. plastic)
1	Label glueing machine
1	Hot stamp - dating machine
	Inventory
1	Trailer
700#	Plastic
1	Auto-Bag bagging machine
	Main frame
	Lid mold
	Impeller/Universal cartridge caps
	Nipple Plate/Extension Tube Nipple
	Pump housing
	Pump housing cover
	Conduit cover
	Adjuster plate
	Deflector tube
	Patent costs
1	Adjustable rotary orienter/feeder

Mailed to Secured Party

209723

515 53

FINANCING STATEMENT

(To Be Used For Indirect Loans and Where The Collateral Is Not Fixtures or Crops)

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

1. DEBTOR: Corman Construction In.c
(Name or Names—Last Name First)
8111 Annapolis Junction Rd., Jessup, MD 20794
(Address)

2. SECURED PARTY: McClung-Logan Equipment Co., Inc.
(Name or Names)
4601 Washington Blvd., Baltimore, MD 21227
(Address)

3. ASSIGNEE OF SECURED PARTY:

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

1-Bomag Model 172D Roller
S/N 520125720

SEARCH FEE 11.00
NOTARIAL .50
JUL 21 1987

- 5. Proceeds of collateral are covered hereunder: YES NO
- 6. Products of collateral are covered hereunder: YES NO
- 7. This transaction is exempt from the Recordation Tax.

8. Filed with: Maryland Department of Assessments & Taxation
9. RETURN TO: Clerk, Circuit Court for Anne Arundel County
McClung-Logan Equipment Co., Inc.
4601 Washington Blvd.
Baltimore, MD 21227

Dated this 19th day of June, 19 87

DEBTOR: Corman Construction Inc.

SECURED PARTY: McClung-Logan Equipment Co., Inc.

By: Roy Daniels (Title)

By: James J. Curre V.P. (Title)

FOR FILING OFFICER USE	
File No _____	Date and Hour of Filing _____
Record Reference _____	

11/50

Mailed to Secured Party

208721

515 FILE 54

FINANCING STATEMENT

(To Be Used For Indirect Loans and Where The Collateral Is Not Fixtures or Crops)

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

1. DEBTOR SSC Corporation
(Name or Names—Last Name First)
305 Furnace Branch Road, Glen Burnie, MD 21061
(Address)

2. SECURED PARTY McClung-Logan Equipment Co., Inc.
(Name or Names)
4601 Washington Blvd., Baltimore, MD 21227
(Address)

3. ASSIGNEE
OF SECURED PARTY:

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

1-Bomag 172PD Pad Drum Roller
S/N 520114093

SEARCH FEE 11.00
NOTICE .50
TOTAL 11.50
MAY 21 1987

- 5. Proceeds of collateral are covered hereunder: YES NO
- 6. Products of collateral are covered hereunder: YES NO
- 7. This transaction is exempt from the Recordation Tax

8. Filed with: Maryland Department of Assessments & Taxation
 Clerk, Circuit Court for Anne Arundel County
9. RETURN TO: McClung-Logan Equipment Co., Inc.
4601 Washington Blvd.
Baltimore, MD 21227

Dated this _____ day of _____, 19____

DEBTOR:
SSC Corporation
By: Beverly A. Naffel
Executive Vice President (Title)
BEVERLY A. NAFFEL

SECURED PARTY:
McClung-Logan Equipment Co., Inc.
By: Thomas B. Logan Pres
(Title)
THOMAS B. LOGAN PRES

FOR FILING OFFICER USE	
File No _____	Date and Hour of Filing _____
Record Reference _____	

Mailed to Secured Party

11/50

MARYLAND FINANCING STATEMENT

203705 515 PAGE 55

(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 Henault & Sysko, Chartered
103 Crain Highway South (Name or Names)
Glen Burnie, Maryland 21061 (Address)

LESSEE (Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Of LESSOR Northfield Federal Savings
1844 E. Joppa Road Baltimore, MD 21234
(Name or Names) (Address)

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

- 1- Kaypro PC30 Computer w/1-360K Floppy Drive- 1 30 Mb Hard Drive.
1- Magnavox Color Monitor, 1- Tilt Swivel Stand, 1- Word Perfect 2.2.
1- Peachtree Accounting System, 1- Serial Switchbox, 2 Cables

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

LESSEE
Henault & Sysko, Chartered
By: Dennis J. Sysko (Title)
(Type or print name of person signing)
By: (Title)
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Gordon T. Hill (Title)
resident
(Type or print name of person signing)

Return to:
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

Mailed to Secured Party

Handwritten initials/signature

200700

515 PAGE 56

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

FEE 13.00
 .50
 JUL 21 87

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

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

13.80

Mailed to Secured Party

SCHEDULE A

BOOK 515 PAGE 57

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
Baretta	Supersport	MHP23802E787

Total - 15075.00

Wanted to Secured Party

203727

515 W 55

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 no initial debt to 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

RECORDING FEE 13.00
 POSTAGE .50
 JUL 21 87
 OK

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)

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

1350

loaned to Secured Party

SCHEDULE A

BOOK 515 PAGE 50

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
Baretta	191	MHP24087F787
Baretta	191	MHP24099F787
Baretta	191	MHP24080F787
Baretta	191	MHP24063F787
Baretta	191	MHP24065F787

Total \$35,254.99

Mailed to Secured Party

Ann Arundel County, MD

STATE OF MARYLAND

BOOK 515 PAGE 60

FINANCING STATEMENT FORM UCC-1

Identifying File No. 2000000

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Daughters of Charity Health System East, Inc.
Address 1302 Concourse Drive, Suite 300, Linthicum Heights, MD 21090

2. ~~LESSOR~~ Lessor

Name Computer Sales International, Inc.
Address 10845 Olive Boulevard, St. Louis, Missouri 63141

Person And Address To Whom Statement Is To Be Returned 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 Exhibit "A" for listing of equipment leased by Lessor to Lessee pursuant to Equipment Schedule ONE to Master Lease 110444 between the parties. This filing is for notice purposes only. The parties do not believe this transaction is subject to the Uniform Commercial Code. Equipment Location: 1302 Concourse Drive, Suite 300, Linthicum Heights, Maryland 21090.

RECORD FEE 13.00
#006870 C040 R03 T12:15
07/21/87

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)

James Small (Signature of Lessee)
James Small, President/CEO
Type or Print Above Name on Above Line
(Signature of Debtor)
Type or Print Above Signature on Above Line

Lorraine S. Cherrick (Signature of Lessor)
Lorraine Cherrick ATTY
Type or Print Above Signature on Above Line

Mailed to State

130

515 DEC 81
ORIGINAL

EXHIBIT A
DAUGHTERS OF CHARITY HEALTH SYSTEM EAST, INC.
EQUIPMENT SCHEDULE ONE, MASTER LEASE 110444

Page 1 of 2

<u>QTY</u>	<u>MACHINE TYPE/MODEL</u>	<u>FEATURE (QUANTITY PER UNIT)</u>	<u>DESCRIPTION</u>	<u>SERIAL #</u>	<u>NEW USED</u>
1	IBM 5382-FY1		System Unit		New
		9063	Classic Blue		
		9903	Power 208V 60HZ 3 Phase		
		9540	Character Set U.S.		
		9845	Up-Ending Kit		
		9995	Control Program Facility System		
		1501	Communications Attach		
		2001	Comm. CTRL SDLC/BSC, 1st		
		9513	9335 DASD, 1CU, String Pos. 1		
		5411	Workstation Controller Ext.		
		7970	3430 Mag Tape Attach		
		7972	Data Compression/ Decompressn		
		6300	Process Unit Expansion 1		
		3200	Line Base		
		9001	Line Pos 1: Line Base		
		3701	EIA Interface		
		9101	Line Pos 1: EIA		
		9251	Line Pos 1: 9600 BPS		
		9002	Line Pos 2: Line Base		
		9102	Line Pos 2: EIA		
		9252	Line Pos 2: 9600 BPS		
		9003	Line Pos 3: Line Base		
		9103	Line Pos 3: EIA		
		9253	Line Pos 3: 9600 BPS		
		9004	Line Pos 4: Line Base		
		9104	Line Pos 4: EIA		
		9254	Line Pos 4: 9600 BPS		
1	IBM 9335-A01		Disk Control Unit		New
1	IBM 9309-002		Rack Enclosure		New
2	IBM 9335-B1		Disk Drive		New
1	IBM 4224-102		Dot Matrix Printer		New

Initialed by Lessor: E

Lessee: JL

515

62

ORIGINAL

Page 2 of 2

<u>QTY</u>	<u>MACHINE TYPE/MODEL</u>	<u>FEATURE (QUANTITY PER UNIT)</u>	<u>DESCRIPTION</u>	<u>SERIAL #</u>	<u>NEW USED</u>
1	IBM 4234-002		Dot Band Line Printer		New
17	IBM 3196-A01		Local Terminal		New

Initialed by Lessor: E

Lessee: JH

LGL91KEF51987-1

Mailed to Secured Party

BOOK 515 LIST 63

515 . . . 63

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

1 DEBTOR(S) (Last Name First and ADDRESS)
VEZERIS JOHN
1102 BELLEVISTA CT
SEVERNA PARK MD 21146
126403121 AB

2 SECURED PARTY(IES) and ADDRESS(ES)
DEERE CREDIT SERVICES INC.
P. O. BOX 65090
WEST DES MOINES IA 50265
FORM-JOHN DEERE CO, SYRCS, NY

3 MATURITY DATE
(If Any) 01APR97
FOR FILING OFFICER (Date, Time and Filing Office)

4 This statement refers to original Financing Statement bearing File No. 255967
BK 403 PG 405
Filed with ANNE ARUNDEL MD Date Filed 01APR85

- 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.

RECORD FEE 10.00
POSTAGE .50
#006910 0040 R03 T14:24
07/21/87
CK

10. _____
Number of Additional Sheets Presented 02JUL 87

TO CLERK OF CIRCUIT CRT
% UCC DIVISION
ANNAPOLIS MD 21403

By _____
Signature(s) of Debtor(s) (necessary only if item 8 is applicable)

DEERE CREDIT SERVICES INC.
By *[Signature]*
Signature(s) of Secured Party(ies) MANAGER OF PROCESSING

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC-3

10.00
5

Mailed to Secured Party

BOOK 515 PAGE 64

268729

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) UNIVERSAL MOTOR LODGES d/b/a HOWARD JOHNSONS ANNAPOLIS 170 REVELL HIGHWAY ANNAPOLIS, MARYLAND 21401		2. Secured Party(ies) Name(s) and Address(es) RCA Service Company A Division of RCA Corporation Cherry Hill, N.J. 08358		3. <input type="checkbox"/> The Debtor is a transmitting utility.	
				4. For Filing Officer: Date, Time, No. Filing Office RECORD FEE 12.00 POSTAGE .50	

5. This Financing Statement covers the following types (or items) of property:
All RCA Television Receivers, RCA Telephones, Accessories, and Associated Equipment and Systems — Present and Future.

Proceeds of the Collateral are also covered
 Products of the Collateral are also covered

6. Assignee(s) of Secured Party and Address(es)
GENERAL ELECTRIC CREDIT CORP.
101 EAST RIDGE DRIVE
SUITE 301
DANBURY, CT. 06810

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

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

9. Name of a Record Owner: 07/21/87

No. & Street	Town or City	County	Section	Block	Lot
--------------	--------------	--------	---------	-------	-----

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

By Universal Motor Lodges Signature(s) of Debtor(s)
 By RCA Service Company Signature(s) of Secured Party(ies)
[Handwritten Signature] *[Handwritten Signature]*

(1) Filing Officer Copy - Numerical
 (5/82) STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York

12.5



208730

BOOK 515 PAGE 65

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)
Annapolis Service Center, Inc.
1401 Forest Drive
Annapolis, MD 21403

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

M-31444-1

(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):

RECORD FEE 11.00

POSTAGE .50

#007040 0040 R03 714:31

For Filing Officer

07/21/87

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

One (1) Used Caterpillar Model #613B Scraper S/N 38W7551

NOT SUBJECT TO RECORDATION TAX

AA
(11)

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Annapolis Service Center, Inc.

(By) *Richard Lomax, Pres.*
Standard Form Approved by N.C. Sec. of State and other states shown above.

Alban Tractor Co., Inc.

(By) *W. B. Wilson*

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

- (1) Collateral is subject to Security Interest In Another Jurisdiction and
- Collateral Is Brought Into This State
- Debtor's Location Changed To This State
- (2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

UCC-1

110
2

Mailed to Secured Party

208731

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) The Driggs Corp. 8700 Ashwood Drive Capitol Heights, MD 20027 M-31554-1	(2) Secured Party(ies) (Name(s) And Address(es)) Alban Tractor Co., Inc. P.O. Box XXXX 9595 Baltimore, MD 21237	RECORD FEE 11.00 POSTAGE .50 #007050 0040 R03 T14:32 07/21/87
(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

(5) This Financing Statement Covers the Following types [or items] of property:
One (1) New Caterpillar Model #14G ~~XXX~~ Motor Grader S/N 96U07083

NOT SUBJECT TO RECORDATION TAX (AA)

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s) The Driggs Corp. (By) <i>[Signature]</i> Standard Form Approved by N.C. Sec. of State and other states shown above. (1) Filing Officer Copy - Numerical	Secured Party(ies) [or Assignees] Alban Tractor Co., Inc. (By) <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 <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)
---	---

UCC-1

11-50

Mailed to Secured Party

208732

BOOK 515 PAGE 87

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)

The Driggs Corp.
8700 Ashwood Drive
Capitol Heights, MD 20027

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

Alban Tractor Co., Inc.
P.O. Box 9595
Baltimore, MD 21237

M-31523-1

(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)

RECORD FEE 11.00

POSTAGE .50

#007060 0040 R03 T14:33

07/21/87

For Filing Officer

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

One (1) New Caterpillar Model #815B Comapctor S/N 17Z00784
One (1) Caterpillar Model #815 Bulldozer S/N 39S00793

NOT SUBJECT TO RECORDATION TAX

(AA CO)

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

The Driggs Corp.

(By) *B.H. Bunsen, Sr. V.P.*
Standard Form Approved by N.C. Sec. of State and other states shown above.

Secured Party(ies) [or Assignees]

Alban Tractor Co., Inc.

(By) *[Signature]*
Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
(2) For Other Situations See G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

UCC-1

11.00

Mailed to Secured Party

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 515 PAGE 65
Identifying File No. 208703

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 6-30-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John W. Rogers
Address 1701 CARROLL CIRCLE SEVERN, Md. 21141

2. SECURED PARTY

Name N.J. RICHARDSON TENS, INC
Address 6100 WINDSOR MILL RD
BALTO MD 21207

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

3. Maturity date of obligation (if any) _____

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

KUBOTA FXCO # 10753
KUBOTA RICE FCO # 10726

Name and address of Assignee
KUBOTA CREDIT CORPORATION, U.S.A.
1025 NORTHBROOK PARKWAY
SUWANEE, GA 30174

RECORD FEE 11.00
#007220 C040 R03 110:51
07/22/87

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)

John W. Rogers Jr
(Signature of Debtor)

John W. Rogers, JR.
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)

W. E. Richardson
Type or Print Above Signature on Above Line

1000

BOOK 515 PAGE 69

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) COUNTRY LIQUORS, INC. T/A GARY SHOEMAKER & JUDY SHOEMAKER 303 EAST FURNACE BRANCH RD. GLEN BURNIE, MD. 21061	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 ATTORNEY COST 100.00 FEE 25.00 JUL 23 87 CK
--	--	---

4. This statement refers to original Financing Statement bearing File No. LIBER 488 Page 72
Filed with A.A. COUNTY Date Filed Aug, 8 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. 1-NEC CAR TELEPHONE MODEL M500

No. of additional Sheets presented:
FIRST EASTERN LEASING CORP.

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

By: Ginny Berry
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3 GINNY BERRY 6/19/87

Mailed to Secured Party

FORM 515 PAGE 70 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 203703

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 26,879.00

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

This financing statement Dated 6/25/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Roger M. Carlsen and Ann E. Carlsen
Address 3166 Rolling Rd., Edgewater, Md. 21037

2. SECURED PARTY

Name Chelsea Groton Savings Bank
Address 1 Franklin Square, Norwich, CT 06360

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

3. Maturity date of obligation (if any) June 25, 2002

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

1981 35 Cutter, manufactured by Young Sun Yacht Co., Hull No. YFT350499381 with 1981 36 hp diesel Yanmar engine.

Name and address of Assignee

RECORD FEE 12.00
#007340 0040 R03 110:24
07/23/87
CK

NOT SUBJECT TO A 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)

Roger M. Carlsen
(Signature of Debtor)

Roger M. Carlsen

Type or Print Above Name on Above Line

Ann E. Carlsen
(Signature of Debtor)

Ann E. Carlsen

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Mailed to Secured Party

12.00

BOOK 515 FILE 71

208739

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) John A. McDonald and McDonald & Sons, Inc. 8009 E. Old Jessup Rd. Jessup, MD 20794	2. Secured Party(ies) and address(es) Circle Business Credit, Inc. 110 S. Jefferson Plaza Whippany, NJ 07981	3. Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 #007390 0040 R03 711:57 07/23/87 CK 5. Assignee(s) of Secured Party and Address(es):
4. This financing statement covers the following types (or items) of property: One (1) Used Parsons P-55 Trencher		

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

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

Filed with: Clerk of Circuit Court, Anne Arundel Co., not subject to recordation tax - C/S/C

John A. McDonald and McDonald & Sons, Inc. Circle Business Credit, Inc.

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

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

Mailed to Secured Party

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Powercon Corporation
 Address 1551 Florida Ave., Severn, MD 21144

2. ~~SPONSOR~~ Lessor
 Name General Electric Credit Corporation
 Address 10480 Little Patuxent Parkway, Suite 380, 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)

One (1) new Strippit Super AG Punch Press more fully described on Schedule 'A' attached hereto and made a part hereof.

RECORD FEE 11.00
 Name and address of Assignee
 11.00
 11.23.87
 CK

Recordation Tax of \$132.00 paid on balance of \$40,000.00 to state of MD.

CHECK THE LINES WHICH APPLY

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

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

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

Powercon Corporation
A.R. Reed
 (Signature of ~~Debtor~~) Lessee

R.L. Keith
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

General Electric Credit Corporation
Kristin Larsung
 (Signature of ~~Source Party~~) Lessor

KRISTIN LARSUNG
 Type or Print Above Signature on Above Line

1150

GENERAL ELECTRIC CREDIT CORPORATION

BOOK 515 PAGE 73

Page 1 of 1

SCHEDULE 'A'

This schedule is to be attached to and become a part of the Lease dated 6/25/87 1987, between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL NO.
----------	--------------------------	--------------	------------

One (1) new Strippit Super AG Punch Press including but not limited to the following:

Additional Bubble Memory Cartridge
1-1/4" Punch Holder Assembly
3-1/2" Punch Holder Assembly
Universal Notch Holder Assembly
Die for 2" Universal Assembly
Die Adapter for up to 1-1/4" Dies
Index Tool for 1-1/4" Holder
Indel Tool for 3-1/2" Holder
Keyed Punch Holder 380V 50 HZ
415V 50 HZ
Transformer for 380V or 415V Input

Mailed to Secured Party

With all attachments, accessories, and additions now or hereafter attached thereto and made a part thereof.

This schedule is hereby verified correct and undersigned Lessee acknowledges receipt of copy.

LESSOR

LESSEE

GENERAL ELECTRIC CREDIT CORPORATION (L.S.)

Powercon Corporation (L.S.)

By: [Signature] (L.S.)
CI-306

By: [Signature] (L.S.)

STATE OF MARYLAND
FORM UCC-1
FINANCING STATEMENT

Identifying File No. _____

A.A. County
\$11.50
CM05

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$29,000.00

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

This financing statement Dated June 22, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Band, Lavis & Associates, Inc.
Address 670 Ritchie Highway, Severna Park, MD 21146

2. SECURED PARTY

Name First Maryland Leasecorp
Address P.O. Box 1596
Baltimore, MD 21203

RECORDED FEE 11.00
RECORD TAX 203.00
STAMP FEE .50
TOTAL 214.50
JUL 23 1987
CK

Person And Address To Whom Statement Is To Be Returned 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

I hereby certify that recordation tax of \$203.00 was paid to Anne Arundel County on July 6, 1987.

Mary S. McCray
Authorized 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)

Band, Lavis & Associates, Inc.

[Signature]
(Signature of Debtor)

D. R. Lavis V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

[Signature]
(Signature of Secured Party)

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

11203.50

515 PAGE 77

SCHEDULE A

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

<u>Quantity</u>	<u>Description</u>	<u>s/n</u>
1	NBI 5000S, Base System	TDO267003
1	NBI 5000S, Base System	TDO487006
2	NBI Drive Module, 40MB, 5000S	
2	NBI CRT Module, Gray, IWS	
2	NBI EQS, 5000S	
2	NBI Design Graphics, 5000S	
1	NBI Spell, 5000S	
1	NBI S/W Pkg, Chart Graphics, 5000S	
1	NBI S/W Pkg, Spreadsheet, 5000S	
2	NBI OPT, Prtr I/F, H/W, 5000S	
1	Apple Laserwriter Kit includes:	
1	[Pntr, Laserwriter w/toner (Manufacturer # APPM0160)	
1	Data Switch, Ser, 24 Wire (Manufacturer #GIL5200)	
1	2WA Toner, HP (Manufacturer #H-P92285A)	
1	Apple Laser Ptr	F637228
1	Disk Assy, 5000S 6.0 FONT (Manufacturer #NBIA00707)]	
1	CBL ASY, IWS/Apple SR 20' (Manufacturer #SWDS690818)	
13	AT&T Refurbished 10BTN desk touchtone telephones	
1	AT&T Refurbished 10BTN Wall touchtone telephone	
1	AT&T 620 Panel	
1	AT&T 79B Power Supply	79B5
2	AT&T Intercom Units	

Equipment Location: 670 Ritchie Highway, Severna Park, Maryland 21146

WRS
Initials

WRS
Initials

Mailed to Secured Party

515 PAGE 78

268713

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):
 RHONDA F VIOLETT
 88 WAYSON'S TRAILER PARK
 LOTHIAN, MARYLAND 20711
 JOAL C. TEDDER, JR.

2. Secured Party(ies) Name(s) and Address(es):
 ACCENT MOBILE HOMES
 7401 MOORE ROAD
 BRANDYWINE, MARYLAND 20613

3. The Debtor is a transmitting utility.

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

5. This Financing Statement covers the following types (or items) of property:
 1976 PRINCESS 16255
 65 X. 12 ZIMMER Rooms
 To include all furniture, fixtures, appliances and appurtenances thereto and therein, including, but not limited to these items specified in the manufacturer's invoice and/or purchase agreement and/or retail security agreement.

6. Appoint(s) of Secured Party and Address(es):
 Crescent Financial, Inc.
 1623 Forest Drive Suite 201
 Anapolis, MD 21401

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

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

9. Name of a Record Owner

No. & Street: Town or City: County: Section: Block: Lot: **2A**

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, or
 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)

RHONDA F VIOLETT *Rhonda F. Violet* By *Joal C. Tedder, Jr.*
 Signature(s) of Debtor(s)

Crescent Financial, Inc.
Joel R. Jones
 Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked.)

(3/83) *1750* FILING OFFICER COPY-NUMERICAL
 STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

Mailed to Secured Party

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 203711

Anne Arundel Co
CHC7
\$11.50

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

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

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

This financing statement Dated June 26, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chesapeake Charter, Inc.

Address 424 Broadneck Road, Annapolis, MD 21401

2. SECURED PARTY

Name First Maryland Leasecorp

Address P.O. Box 1596

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)

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)

Chesapeake Charter, Inc.

(Signature of Debtor)

John J. Lonergan, Jr. - President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

(Signature of Secured Party)

W.R. Brown - Sr. Account Executive

Type or Print Above Signature on Above Line

1150

BOOK 515 PAGE 75

SCHEDULE A

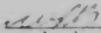
The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and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

Three (3) new 1987 International Model 1853 school buses
s/n 1HVLPHYN5HHA26563
1HVLPHYN4HHA26554
1HVLPHYNOHH479292

with 9.0L diesel engines 180HP and Model 87-3000S Thomas 66 passenger school bus bodies and three new Model D35TLA5G00K Motorola two-way radios.



Initials



Initials

Mailed to Secured Party



STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 76 268712

A.A. County \$11.50 CH05

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$29,000.00

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

This financing statement Dated June 22, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Band, Lavis & Associates, Inc. Address 670 Ritchie Highway, Severna Park, MD 21146

2. SECURED PARTY

Name First Maryland Leasecorp Address P.O. Box 1596 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)

See Schedule A attached

Name and address of Assignee

I hereby certify that recordation tax of \$203.00 was paid to Anne Arundel County on July 6, 1987.

Mary S. McCreary Authorized 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)

XX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

Band, Lavis & Associates, Inc.

(Signature of Debtor)

D. R. Lavis V.P. Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

(Signature of Secured Party)

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

11203.50

RECORDED FEE 11.00 RECORD TAX 203.00 INDEX FEE .50 JUL 23 87 CK

SCHEDULE A

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

<u>Quantity</u>	<u>Description</u>	<u>s/n</u>
1	NBI 5000S, Base System	TDO267003
1	NBI 5000S, Base System	TD0487006
2	NBI Drive Module, 40MB, 5000S	
2	NBI CRT Module, Gray, IWS	
2	NBI EQS, 5000S	
2	NBI Design Graphics, 5000S	
1	NBI Spell, 5000S	
1	NBI S/W Pkg, Chart Graphics, 5000S	
1	NBI S/W Pkg, Spreadsheet, 5000S	
2	NBI OPT, Prtr I/F, H/W, 5000S	
1	Apple Laserwriter Kit includes:	
1	[Pntr, Laserwriter w/toner (Manufacturer # APPM0160)	
1	Data Switch, Ser, 24 Wire (Manufacturer #GIL5200)	
1	2WA Toner, HP (Manufacturer #H-P92285A)	
1	Apple Laser Ptr	F637228
1	Disk Assy, 5000S 6.0 FONT (Manufacturer #NBIA00707)]	
1	CBL ASY, IWS/Apple SR 20' (Manufacturer #SWDS690818)	
13	AT&T Refurbished 10BTN desk touchtone telephones	
1	AT&T Refurbished 10BTN Wall touchtone telephone	
1	AT&T 620 Panel	
1	AT&T 79B Power Supply	79B5
2	AT&T Intercom Units	

Equipment Location: 670 Ritchie Highway, Severna Park, Maryland 21146

[Signature]
Initials

[Signature]
Initials

Mailed to Secured Party



BOOK 515 PAGE 78

2007-13

This FINANCIAL STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented: The Debtor is a transferee obligor.

1. Debtor(s) (Last Name, First, and Address(es))
 RHONDA F VIOLETT
 88 WAYSON'S TRAILER PARK
 LOTHIAN, MARYLAND 20711
 JOAL C. TEDDER, JR.

2. Secured Party(s) Name(s) and Address(es)
 ACCENT MOBILE HOMES
 7401 MOORE ROAD
 BRANDYWINE, MARYLAND 20613

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

5. This Financing Statement covers the following type(s) of property:
 1976 PRINCESS 16255
 65 X 12 ZIMMER Rooms
 To include all furniture, fixtures, appliances and appurtenances thereto and therein, including, but not limited to these items specified in the manufacturer's invoice and/or purchase agreement and/or retail security agreement.

6. Address(es) of Secured Party and Address(es)
 Crescent Financial, Inc.
 1623 Forest Drive Suite 201
 Annapolis, MD 21401

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

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

9. Name of a Record Owner

No. & Street: _____ Town or City: _____ County: _____ Section: _____ Block: _____ Lot: **PK**

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)

RHONDA F VIOLETT *Rhonda F Violet*
 By JOAL C TEDDER JR. *Joal C Tedder Jr* By *Jose L. Jones*
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked)

(3/83) *750* FILING OFFICER COPY—NUMERICAL
 STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

Mailed to Secured Party

Anne Anand

BOOK 515 PAGE 79

208711

MARYLAND FINANCING STATEMENT

UCC-1

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

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

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

1 DEBTOR: Fred's Auto Service - Pasadena Inc.
3306 Mountain Rd, Pasadena Md 21122
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2 SECURED PARTY: Seaboard Leasing Corp.
2861 Jessup Road Jessup, Md. 20794-0570
(Address)

3 ASSIGNEE (if any)
of SECURED PARTY: G.F.S. Leasing, Inc.
124 Slade Avenue #100 Pikesville, Md.
(Address)

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

1-Allen Engine Analyzer
Model #62 010
S/N #A6K-0316

RECORDED FEE 11.00
STAMPED 50
JUL 23 1979
JUL 23 87

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

Mailed to Assignee

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

DEBTOR(S):
Fred's Auto Service - Pasadena Inc.
By: [Signature]
(Title)

(Type or print name of person signing)

SECURED PARTY:
Seaboard Leasing Corp.
By: [Signature]
Eric Neustadt
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: 50 G.F.S. LEASING, INC.
124 Slade Avenue #100 Pikesville, Md.

BOOK 515 PAGE 80

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

Credit Union Acct. No. 413306

Debtor(s) Name and Mailing Address (Last Name First)

Jeffrey Duncan
713 Glenwood Street
Annapolis, MD 21403

This statement refers to the original financing statement bearing File No:

Book 502 Page 43
#263413 see attached

Secured Party Name and Address (Credit Union)

Naval Air Federal Credit Union
160 Newtown Road
Virginia Beach, VA 23462

Filed in the following office:

E Aubrey Collison Clerk

TERMINATION STATEMENT

The secured party certifies that it no longer claims a security interest under the financing statement bearing the file number shown above, and that there is no outstanding secured obligation, commitment to make advances, incur obligations or otherwise give value to the debtor, with respect to the collateral covered by said financing statement.

Dated: June 16 1987

Naval Air Federal Credit (CREDIT UNION)

By: Lisa Furmon *Lisa Furmon*

Title: Title Clerk

VCUL-UCC-3

(Form to be completed in triplicate — 2 Copies to Filing Officer; 1 Copy retained by Credit Union)

Mailed to Secured Party



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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 482

Page No. 459

Identification No. 255629

Dated 7/22/85

1. Debtor(s) { George and Deborah Sengert
Name or Names—Print or Type
1010 Lombarton Rd. - Len - Annie 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:

<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>

13.00
50
JUL 23 87
CK

BL
CLERK

Mailed to Secured Party

Dated: 6/30/87

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

AP

6004 515 82

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 466

Page No. 466

Identification No. 249295

Dated 10/19/83

1. Debtor(s) { Ronald J. and Patricia A. Moralski
Name or Names—Print or Type
621 Springdale Dr. Millersville Md. 21108
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2 Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

Mailed to Secured Party

RECORDED FEE 13.00
POSTAGE .50
MAY 1 11 10:47
JUL 23 87

BL
CLERK CK

Dated: 6/30/87

Sears, Roebuck and Company
Name of Secured Party

[Signature]
Signature of Secured Party

J.D. Althouse—Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

AA
10

BOOK 515 PAGE 83

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) Evans, John DL and Susan A. 1023 Delf Drive Mc Lean, VA		2. Secured Party(ies) and address(es) Midlantic National Bank 2 Broad Street Bloomfield, NJ 07003	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) FEE 10.00 STAMP .50 MAY 23 11:40 JUL 23 81 CK
4. This statement refers to original Financing Statement bearing File No. <u>247452 L462 PG112</u> Filed with <u>Anne Arundel County</u> Date Filed <u>5/25/83</u> 19 <u>83</u>			
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.			
6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.			
7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.			
8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.			
9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.			
10.			

No. of additional Sheets presented:

Midlantic National Bank

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

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Mailed to Secured Party

515 FILE 44 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 208715

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

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

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

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

1. DEBTOR

Name The P.J. King Companies, Inc., a/k/a International Leasing Co.

Address 101 E. Fifth St., Ste. 2212, St. Paul, MN 55101

2. SECURED PARTY

Name First Minnesota Savings Bank

Address 77 South Seventh Street, Minneapolis, MN 55402

Person And Address To Whom Statement Is To Be Returned 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 Exhibit A for a description of collateral.

Name and address of Assignee

RECORD FEE 19.00
POSTAGE .50
RECEIVED CIVIL NO. 710236
JUL 23 97
CK

CHECK THE LINES WHICH APPLY

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

William J. Schwalbe
(Signature of Debtor)
The P.J. King Companies, Inc.
a/k/a International Leasing Co.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

James A. Carter
(Signature of Secured Party)

First Minnesota Savings Bank

Type or Print Above Signature on Above Line

40571

1850

Lessor: Savin Credit Corporation EXHIBIT A

Savin Credit #30

Debtor: The P.J. King Companies, Inc.

BOOK 515 PAGE 85

Secured Party: First Minnesota Savings Bank

The following Equipment and all repairs, improvements and accessions thereto and substitutions therefore at any time made or acquired and all accounts, chattel paper (including customer leases and rental agreements described in column (4) and all rents and rental payments with regard to such Equipment and proceeds of the foregoing (including the proceeds of any insurance covering said Equipment).

<u>(1)</u> <u>Qty.</u>	<u>(2)</u> <u>Equipment</u>	<u>(3)</u> <u>Serial Number</u>	<u>(4)</u> <u>Customer Lease Covering Equipment</u> <u>Lessee</u>	<u>Location</u>	<u>COUNTY</u>
(1)	Savin V-35	776 050 8930	RETS/Medix 1306 Bellon Ave. Lutherville MD 21903		Baltimore
(1)	Savin 7020	757 046 0176	RETS/Medix 8719 Collsville Rd. Silver Springs, MD 20910		Montgomery
(1)	Savin 7020	757 046 0192	RETS/Medix 1406 Crain Highway Glen Burne, MD 21061		Anne Arundel
(1)	Savin V-35	775 120 2769	Software Systems Group, Inc. 15200 Shady Grove Road Suite 403 Rockville, MD 20850		Montgomery

Savin Credit #30

Lessor: Savin Credit Corporation EXHIBIT A

Debtor: The P.J. King Companies, Inc.

BOOK 515 PAGE 86

Secured Party: First Minnesota Savings Bank

The following Equipment and all repairs, improvements and accessions thereto and substitutions therefore at any time made or acquired and all accounts, chattel paper (including customer leases and rental agreements described in column (4) and all rents and rental payments with regard to such Equipment and proceeds of the foregoing (including the proceeds of any insurance covering said Equipment).

<u>(1)</u> <u>Qty.</u>	<u>(2)</u> <u>Equipment</u>	<u>(3)</u> <u>Serial Number</u>	<u>(4)</u> <u>Customer Lease Covering Equipment</u> <u>Lessee</u>	<u>Location</u>	<u>COUNTY</u>
(1)	Savin V-35	776 050 8930	RETS/Medix 1306 Bellon Ave. Lutherville MD 21903		Baltimore
(1)	Savin 7020	757 046 0176	RETS/Medix 8719 Collsville Rd. Silver Springs, MD 20910		Montgomery
(1)	Savin 7020	757 046 0192	RETS/Medix 1406 Crain Highway Glen Burne, MD 21061		Anne Arundel
(1)	Savin V-35	775 120 2769	Software Systems Group, Inc. 15200 Shady Grove Road Suite 403 Rockville, MD 20850		Montgomery

Savin Credit #30

Lessor: Savin Credit Corporation EXHIBIT A

Debtor: The P.J. King Companies, Inc. BOOK 515 PAGE 87

Secured Party: First Minnesota Savings Bank

The following Equipment and all repairs, improvements and accessions thereto and substitutions therefore at any time made or acquired and all accounts, chattel paper (including customer leases and rental agreements described in column (4) and all rents and rental payments with regard to such Equipment and proceeds of the foregoing (including the proceeds of any insurance covering said Equipment).

<u>(1)</u> <u>Qty.</u>	<u>(2)</u> <u>Equipment</u>	<u>(3)</u> <u>Serial Number</u>	<u>(4)</u> <u>Customer Lease Covering Equipment</u> <u>Lessee</u>	<u>Location</u>	<u>COUNTY</u>
(1)	Savin V-35	776 050 8930	RETS/Medix 1306 Bellon Ave. Lutherville MD 21903		Baltimore
(1)	Savin 7020	757 046 0176	RETS/Medix 8719 Collsville Rd. Silver Springs, MD 20910		Montgomery
(1)	Savin 7020	757 046 0192	RETS/Medix 1406 Crain Highway Glen Burne, MD 21061		Anne Arundel
(1)	Savin V-35	775 120 2769	Software Systems Group, Inc. 15200 Shady Grove Road Suite 403 Rockville, MD 20850		Montgomery

Mailed to Secured Party

515 FILE 88 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 208716

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 U.S. Retail, Inc., d/b/a Body Accents

Address 231 Farmington Avenue, Farmington, CT 06032

2. SECURED PARTY

Name United Bank & Trust Company

Address 101 Pearl Street, Hartford, CT 06103

RECORD FEE 12.00
FILING 50
JULY 17 11:04
JUL 23 87
CK

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

3. Maturity date of obligation (if any) _____

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

All accounts receivable, tangible personal property, goods and inventory, leasehold improvements, machinery, equipment, furnishings, fixtures, tools and attachments, now owned or hereafter acquired and any additions and accessions thereto, and substitutions and replacements therefor, and the proceeds or products thereof, and all books, records, invoices, documents, instruments or writings relating thereto, all additions and accessions thereto, substitutions therefor and replacements thereof, and all proceeds (including, without limitation, insurance proceeds), and products of any of the foregoing.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

1253
CS/E
Mark Freiman Pres.

(Signature of Debtor)

MARK FREIMAN, PRES.

Type or Print Above Signature on Above Line

Mailed to Secured Party

J. Gilbert Soucie

(Signature of Secured Party)

J. Gilbert Soucie

Type or Print Above Signature on Above Line

515 89

208717

TO BE
 NOT TO BE

RECORDED IN
 LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF
 \$ 35,000

FINANCING STATEMENT

1. Debtor(s):

CHARLES A. BAKER

Name or Names—Print or Type

16 Silopanna Road, Annapolis MD 21403

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:

CHARLES FAILLA

Name or Names—Print or Type

1507 Circle Drive, Annapolis MD 21401

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

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

See attached sheet

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

5. If collateral is crops, describe real estate.

n/a

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

[See attached sheet]

(Signature of Debtor)

Charles A. Baker

Type or Print

(Signature of Debtor)

Type or Print

(Company, if applicable)

(Signature of Secured Party)

Charles Failla

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 Edward Obstler, Esq., 233 E. Redwood Street, Baltimore, MD 21201

11.0 245.0

800- 515 1111

May 29, 1987

PROMISSARY NOTE

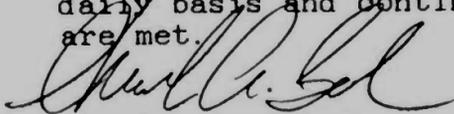
This promissary note supercedes all previous promissary notes between Charles Failla and Charles A. Baker.

I, Charles A. Baker, promise to pay Charles Failla the sum of thirty five thousand dollars (\$35,000.00) plus interest at the rate of twelve percent (12%) per annum on June 20, 1987, in consideration for a total sum of thirty five thousand dollars that Charles Failla has extended in the form of a loan to me.

I understand that for purposes of calculating interest payments on this loan, it is agreed by both parties that this loan shall be deemed to have been established on May 1, 1987 and that the above interest payment shall be calculated by using the May 1, 1987 date.

I further understand that in the case of default, I, Charles A. Baker surrender all rights to all personal properties and all assets in my possession in favor of Charles Failla and that Charles Failla may dispose of or take possession of any and all properties and assets of mine in order to discharge all obligations created in this promissary note.

In addition, I understand that, in event of default, I, Charles A. Baker, am liable for a penalty equal to ten percent of the outstanding loan balance to be calculated on a daily basis and continuing until the full terms of this note are met.



Charles A. Baker
May 29, 1987

Mailed to Secured Party

KATHERINE W. KRASNEY
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1990

Katherine W. Krasney
5/29/87

BOOK 515 PAGE 91

268718

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)

Logistics Engineering Associates, Inc.
P.O. Box 3357, 305 Second St.
Annapolis, Maryland 21043

B C Leasing Associates
3930 Knowles Avenue
Kensington, Maryland 20895

RECORD FEE 11.00

#007540 1740 801 113:33

07/21/87

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

Lease #16-1229-2, dated June 23, 1987, between B C LEASING ASSOCIATES, Lessor, and LOGISTICS ENGINEERING ASSOCIATES, INC., Lessee, pertaining to the following equipment located at: 2121 Crystal Drive, Suite 802, Arlington, Virginia 22202, as shown on Schedule "A" attached hereto and made a part hereof by reference

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

Signet Bank, N.A.
2000 "M" Street, N.W.
Washington, D.C. 20036

ATTN: Credit Svcs -I/L

NOT SUBJECT TO RECORDATION TAXES

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.

ANNE ARUNDEL CTY

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

LOGISTICS ENGINEERING ASSOCIATES, INC.
By Patrick M. Dallosta
Signature(s) of Debtor(s)
Pres.

B C LEASING ASSOCIATES
By Michael G. Fredricks
Signature(s) of Secured Party(ies)
(For Use in Most States)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

112

Logistics Engineering Associates, Inc.

Lease #16-1229-2

Schedule "A" - Equipment List

- 1 - CASEAT, case AT Style
- 5 - CASEXT, case XT Style
- 11 - DRPC, drive for PC
- 1 - PS200 Power Supply, 200w
- 5 - PS150 Power Supply, 150w
- 1 - BDMAT10 Board AT 10MHz Motherboard
- 5 - BDMTRB Board Turbo Motherboard
- 6 - KEYAT, Keyboard AT Style
- 5 - BDMULTIV, Board Multi I/V
- 1 - HD251, Segate 40mg Hard Drive
- 6 - BDEGAW, ATI EGA Wonder Card
- 1 - BDFH, Board, floppy/hard disk AT
- 3 - MONEGA, monitor EGA
- 3 - MONG, monitor, green TTL
- 1 - Novelle, network software
- 6 - Corvus, network board
- 7 - Network Tap Box
- 7 - Network Drop Cable
- 2 - Network Terminal Packs
- 200 - ft. cable
- 6 - Power Strip, 6-out, w/ surge protector
- 5 - MS DOS software
- 2 - MODE24, Evercom 2400-Baud Modem
- 2 - External PC Mouse
- 100 - DISKSN, diskettes-SN/DS/DD
- 1 - BD2MB, Board 2mb memory
- 1 - EMS Driver (for software)
- 18 - CHIP25610, Chips, 256K, 100ns
- 2 - Carbon Copy, software

- 1 - NEC Pinwriter P-7 Dot Matrix Printer with Tractor Feed # 023026
- 12 - NEC Pinwriter P-7 Printer Ribbons
- 1 - Archive Tape Cartridge Back-up System
- 12 - Archive Tape Cartridges

Mailed to Assignee

Account Number
1-67-604-5393

Anne Arundel Co.

BOOK 515 PAGE 93

TERMINATION STATEMENT

RECORD: Liber 464 Folio 193 File No. 247670

Record in Land Records

DEBTOR John Lazos and Patricia Lazos
(Name or Names)

3023 Mountain Road, Pasadena, Maryland 21122
(Debtor's Address—Street No., City, County, State)

SECURED PARTY THE CARROLLTON BANK OF BALTIMORE
P.O. Box 1391
Baltimore, Maryland 21203

RECORD FEE 10.00

POSTAGE .30

#007550 C040 R04 T17:45

07/23/87

OK

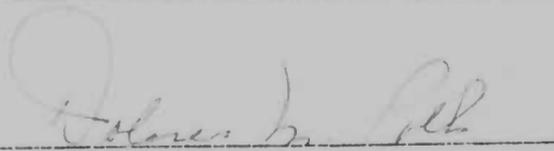
The Secured Party certifies that it no longer claims a security interest under the pregoing financing statement.

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

ATTEST:

THE CARROLLTON BANK OF BALTIMORE


Kathleen M. Moran

BY: 
Dolores M. Polk, Supervisor—Consumer Credit Dept.

Dated July 17, 1987

77-078

Mailed to Secured Party

Account Number
1-67-604-6378
Anne Arundel Co.

515 94

TERMINATION STATEMENT

RECORD: Liber 474 Folio 547 File No. 252625

Record in Land Records

DEBTOR John Lazos
(Name or Names)

3023 Mountain Road, Pasadena, Maryland 21122
(Debtor's Address—Street No., City, County, State)

SECURED PARTY THE CARROLLTON BANK OF BALTIMORE
P.O. Box 1391
Baltimore, Maryland 21203

RECORD FEE 10.00
POSTAGE .50
#007560 0040 R04 T13:40
07/23/87

The Secured Party certifies that it no longer claims a security interest under the pregoing financing statement.

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

ATTEST:

THE CARROLLTON BANK OF BALTIMORE

Kathleen M. Moran
Kathleen M. Moran

BY: Dolores M. Polk
Dolores M. Polk, Supervisor—Consumer Credit Dept.

Dated July 17, 1987

Mailed to Secured Party

515 96

208750

UNIFORM COMMERCIAL CODE

Washington Law Reporter Form 1000
1111 1st St., N.W., Washington, D.C. 20004

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN FINANCING STATEMENT
~~XXXX~~ 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
FISHER, ROY P.		2044 Hermitage Hills Drive,	Gambrills,	Maryland 21054
FISHER, LINDA M.		2044 Hermitage Hills Drive,	Gambrills,	Maryland 21054

Name of Secured Party or assignee	No.	Street	City	State
DOMINION BANK OF MARYLAND, National Association		7220 Wisconsin Ave.,	Bethesda,	Md. 20814

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

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

RECORD FEE 12.00
 POSTAGE .50
 #008360 0040 R03 T14:44
 07/23/87
 CK

KATZ, FROME, SLAN & BLEECKER, P.A.
ATTORNEYS AT LAW
10605 CONCORD STREET
KENSINGTON, MD 20895-2534

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

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

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

<u>Roy P. Fisher</u> (SEAL)	_____ (Seal)
ROY P. FISHER	(Corporate, Trade or Firm Name)
<u>Linda M. Fisher</u> (SEAL)	_____
LINDA M. FISHER	Signature of Secured Party or Assignee
<u>Roy P. Fisher</u>	_____
(Type or print name under signature)	(Owner, Partner or Officer and Title) (Signatures must be in ink)

12.00



EXHIBIT "A"

BOOK 515 PAGE 07

Lots 8 and 9, as shown on the Plat entitled "Plat 1, SECTION 1, HERMITAGE", which Plat is recorded among the Plat Records of Anne Arundel County, in Plat Book 55, page 27.

EXHIBIT "B"

PROPERTY SUBJECT TO SECURITY INTEREST

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

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

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

Mail to Kathy From Star & Blecker, P.A.

515 98

268751

UNIFORM COMMERCIAL CODE

Washington Law Reporter Form 1000
1111 1st St., N.W., Washington, D.C. 20004

FINANCING STATEMENT

For Filing Officer Use	
File No.	
Date & Hour	

Check below if goods are or are to become fixtures.

TO BE RECORDED IN FINANCING STATEMENT RECORDS

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

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
FISHER, ROY P.		2044 Hermitage Hills Drive,	Gambrills,	Maryland 21054
FISHER, LINDA A.		2044 Hermitage Hills Drive,	Gambrills,	Maryland 21054

KATZ, FROME, SLAN & BLECKER, P.A.
 ATTORNEYS AT LAW
 10605 CONCORD STREET
 KENNINGTON, MD 20895-2234

Name of Secured Party or assignee	No.	Street	City	State
DOMINION BANK OF MARYLAND, National Association		7220 Wisconsin Ave.,	Bethesda,	Md. 20814

1. This financing statement covers the following types (or items) of property: (List or descriptions may be on separate sheets firmly attached hereto.) (Describe)
- 86,956 shares of Stock of SKIN CARE INTERNATIONAL HOLDINGS, INC., a Utah Corporation evidenced by Certificate No. 2501
 - 86,962 shares of Stock of SKIN CARE INTERNATIONAL HOLDINGS, INC., a Utah Corporation evidenced by Certificate No. 2278
 - 200,000 shares of Stock of SKIN CARE INTERNATIONAL HOLDINGS, INC., a Utah Corporation evidenced by Certificate No. 1924
 - 200,000 shares of Stock of BLAMM CORPORATION, a Utah Corporation, evidenced by Certificate No. 591.

RECORD FEE 12.00
 POSTAGE .50
 #008370 0040 R03 T14:44

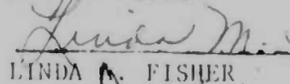
(If annexed to realty—state value of each article)

07/23/87

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

Debtor(s) or assignor(s)

 ROY P. FISHER	(SEAL)	_____ (Seal) (Corporate, Trade or Firm Name)
 LINDA A. FISHER	(SEAL)	_____ Signature of Secured Party or Assignee
_____ (Type or print name under signature)		_____ (Owner, Partner or Officer and Title) (Signatures must be in ink)

12.00



EXHIBIT "A"

515 00

Lots 8 and 9, as shown on the Plat entitled "Plat 1, SECTION 1, HERITAGE", which Plat is recorded among the Plat Records of Anne Arundel County, in Plat Book 55, page 27.

Mail to Katy Anne Lee Bleecker, PA

515 100

208752

UNIFORM COMMERCIAL CODE

Washington Law Reporter Form 1000
1981 For U.S.A., Washington, D.C. 20001

FINANCING STATEMENT

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

Check below if goods are or are to become fixtures.

TO BE RECORDED IN FINANCING STATEMENT
~~XXXX~~ 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>
WIIN HEALTH SYSTEMS INT'L, INC.	2044	Hermitage Hills Dr.,	Gambrills, Md.	21054

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
DOMINION BANK OF MARYLAND, National Association	7220	Wisconsin Ave.,	Bethesda, Md.	20814

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

RECORD FEE	11.00
POSTAGE	.50

All Equipment and Fixtures now owned or hereafter acquired by Debtor.

All Accounts, including accounts receivable of Debtor, now existing or hereafter arising including without limitation, all debts arising out of the sale by Debtor of goods and/or services in the form of an open Account, Promissory Note, Chattel Paper, Draft, Trade Acceptance, other Instruments for the payment of money or any other form.

All Inventory including, without limitation, all goods held for sale or lease or being processed for sale or lease in Debtor's business, as now or hereafter conducted, including all materials, goods or work in process, finished goods or materials used or consumed in Debtor's business and any goods returned for any reason to Debtor for credit.

All Chattel Paper, Documents, Instruments and General Intangibles now owned or hereafter acquired by Debtor.

#008380 0040 R03 114:44

07/23/87
OK

KATZ, FROME, SLAN & BLECKER, P.A.
ATTORNEYS AT LAW
10605 CONCORD STREET
BETHESDA, MD 20825-2554

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

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)

WIIN HEALTH SYSTEMS INT'L INC. _____ (Seal)

(Corporate, Trade or Firm Name)

BY: Roy P. Fisher
ROY P. FISHER, President

Signature of Secured Party or Assignee

(Type or print name under signature)

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

Mail to Katz, Frome, Slan & Blecker, P.A.

1100



515 101

STATE OF MARYLAND

208753

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0

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

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

1. DEBTOR

Name Applied Industrial Materials Corporation
Address 421 East Hawley Street, Mundelein, IL 60060

2. SECURED PARTY

Name The First National Bank of Boston
Address 100 Federal Street, Boston MA 02110

RECORD FEE 53.00
POSTAGE .50

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

#008500 0040 R03 1/14:53

07/23/87

3. Maturity date of obligation (if any) _____

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

See Attachment A hereto and incorporated by reference herein.

Filed with Clerk of Circuit Court, Anne Arundel County, MD.

CHECK THE LINES WHICH APPLY

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

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

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

Applied Industrial Materials Corporation

By: David H. Frellsen
(Signature of Debtor)

By: David H. Frellsen
Type or Print Above Name on Above Line

David H. Frellsen
(Signature of Debtor)

David H. Frellsen
Type or Print Above Signature on Above Line

The First National Bank of Boston
By: David P. Ingram
(Signature of Secured Party)

By: David P. Ingram, Vice President
Type or Print Above Signature on Above Line

530

B84899

6051s

515 102

Attachment A to Financing Statement

DEBTOR: APPLIED INDUSTRIAL MATERIALS CORPORATION

SECURED PARTY: THE FIRST NATIONAL BANK OF BOSTON

DESCRIPTION OF PROPERTY

All properties, assets and rights of the Debtor, wherever located, now owned or hereafter acquired or arising, and all proceeds and products thereof, including without limiting the generality of the foregoing, the following properties, assets and rights: all goods, accounts, contract rights, including, without limiting the generality of the foregoing, (i) all rights of the Debtor under the Stock Purchase Agreement, dated October 31, 1986, by and among IMC Industry Group Inc., International Minerals & Chemical Corporation, IMC Industry Group (Quartz) Inc. and Industry Holdings, Inc., and under all agreements and documents required to be entered into pursuant thereto, and (ii) all rights of the Debtor under the promissory note, dated November 3, 1986 from Industry Holdings, Inc. to the Debtor in the principal amount of \$9,000,000, rights to the payment of money including tax refund claims and claims arising under the documents described in clauses (i) and (ii) above, insurance proceeds and tort claims, chattel paper, documents, instruments, general intangibles, securities, the shares of capital stock described in Exhibit A hereto and any additional shares of the capital stock of any class of any subsidiaries of the Debtor or any other corporation listed on Exhibit A or any securities exchangeable for or convertible into shares of such capital stock of any class, acquired by the Debtor by purchase, stock dividend, distribution or capital or otherwise (the "Stock") and all income therefrom, increases therein or proceeds thereof, patents, trademarks, trade names, including, without limitation, all right, title and interest of the Debtor in and to the trademarks, service marks, registration of trademarks and service marks, application for registration of trademarks and service marks, patents

and applications for patents set forth on the attached Exhibit B (collectively, the "Patents and Trademarks") together with all rights, title and interest in and to all patents and trademarks which the Debtor may hereafter acquire; the right to file and prosecute applications for patents and trademarks and similar intellectual property anywhere in the world and the good will of the business connected with the use of and symbolized by the Patents and Trademarks, together with all assets which uniquely reflect the good will of the business of the Debtor, including but not limited to, the Debtor's trade names, customer lists, trade secrets, corporate and other business records, license rights, advertising materials, operating manuals, methods, processes, know-how, sales literature, drawings, specifications, descriptions, inventions, name plates, catalogues, dealer contracts, supplier contracts, distribution agreements, confidential information, consulting agreements and engineering contracts, copyrights and engineering drawings; furniture, fixtures, equipment, inventory, work in progress, books and records, raw materials, mining claims, mineral interests and similar rights and interests and minerals or other substances of value extracted from real property and accounts resulting from the sale thereof, and real property, and interests and rights in, on or over real property.

515-104

EXHIBIT A

Capital Stock of Applied Industrial
Materials Corporation ("Applied")

<u>Corporation</u>	<u>Capital Stock Owned By Applied (Legally or Beneficially)</u>
1. IMC Foundry Products, Inc.	80 shares of common stock, \$50 par value
2. RIE Carbon Company	100 shares of capital stock, \$10 par value
3. Northwest Olivine Company	10 shares of capital stock, \$100 par value
4. IMC Industry Group & Associates (Far East), Inc.	100 shares of capital stock, no par value
5. T.H. Benners & Company, Inc.	410 shares of capital stock, \$100 par value
6. Continental Ore (1972) Limited	5,005 shares of capital stock, \$10 par value
7. IMC Luxembourg	24,420 shares of ordinary stock, no par value, and 91,023 shares of preferred stock, no par value
8. Minerais E Metais, Ltda	19,508 shares of quotas, no par value
9. IMC Inversiones, S.A.	6,000 shares of common stock, no par value
10. International Minerals & Chemical (S.A.) (Proprietary) Limited	7 shares of common stock, no par value
11. Lavino South Africa (Pty) Limited	500,000 shares of common stock, no par value
12. Kohlenstoffhandel & Aufbereitungs, GmbH	100 shares of participations, no par value

EXHIBIT B

BOOK 515 PAGE 105

U.S. Letters Patent, Applications for U.S. Letters Patent, Foreign Letters Patent and Foreign Applications for Letters Patent, U.S. Registered Trademarks, Applications for U.S. Trademark Registration, Foreign Trademark Registrations and Applications for Foreign Trademark Registrations

1. UNITED STATES LETTERS PATENT

<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
3,966,456	6/29/76	F.H. Ellenbaum et al	Process of Using Olivine In A Blast Furnace
4,379,691	4/12/83	J.E. Doninger et al	Olivine Bedding Material For Soaking Pits
4,383,861	5/17/83	C.E. Seeney et al	Metal Silico-Phosphate Binders And Foundry Shapes Produced Therefrom
4,389,498	6/21/83	C.E. Seeney et al	Oxidatively Coupled Cold-Set Binders
4,390,370	6/28/83	C.E. Seeney	Metal Silico-Phosphate Binders & Foundry Shapes Produced Therefrom
4,393,152	7/12/83	C.E. Seeney et al	Oxidatively Coupled Cold-Set Binders
4,396,431	8/ 2/83	C.E. Seeney et al	Process For Preparing Olivine Sand Cores And Molds
4,396,725	8/ 2/83	C.E. Seeney et al	Process For Preparing Olivine Sand Cores And Molds
4,402,881	9/ 6/83	G.R. Alther	Method of Making Organophilic Clays
4,421,873	12/20/83	C.E. Seeney et al	Oxidatively Coupled Cold-Set Binders
4,422,496	12/27/83	C.E. Seeney et al	Process For Preparing Olivine Sand Cores And Molds

<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
4,423,764	1/ 3/84	C.E. Seeney et al	Binders For Preparing Improved Cores And Molds
4,199,348	4/22/80	E.R. Ground	Mineral Ore Pellets
4,242,140	12/30/80	G.R. Alther	Activation Of Clays By Compaction
4,254,565	3/10/81	J.D. Jenkins et al	Method For The Segmented Mining And Drying Of Bentonite
3,461,941	3/19/68	J.S. Schumacher	Method Of Handling And Cooling Foundry Sand
3,577,367	9/ 4/68	W.J. Lang	Foundry Sand Compositions Containing Graft Copolymers Of Acrylic Acid With Methyl Cellulose
3,604,493	3/19/68	J.S. Schumacher	Method For Handling And Cooling Foundry Sand
3,627,024	3/19/68	J.S. Schumacher	Apparatus For Handling And Cooling Foundry Sand
3,645,937	9/ 4/68	W.J. Lang et al	Foundry Sand Compositions Containing Graft Copolymers Of Acrylic Acid With Water- Soluble Polyhydroxy Polymeric Compounds
3,646,987	4/ 7/69	J.S. Schumacher	Method For Reducing Pollution In Foundries
3,687,846	6/ 2/70	W.J. Lang	High Yield Bentonites
3,857,695	6/21/73	M. Vojkovic	Production Of Vanadium Composition
3,947,392	9/ 4/68	W.J. Lang et al	Foundry Sand Compositions Containing Graft Copolymers Of Biochemically- Synthesized Heteropolysaccharides

515 1117

<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
4,443,259	4/17/84	R.A. Nooden	Coating For Foundry Cor. And Molds
4,445,565	5/ 1/84	C.E. Seeney et al	Process For Preparing Cores And Molds
4,464,492	8/ 7/84	J.F. Kraemer	Foundry Binder
4,465,116	8/14/84	J.F. Kraemer	Process For Preparing Sand Cores And Molds
4,484,616	11/27/84	N.C. Varnum et al	Process For Preparing Sand Cores And Molds
4,518,428	5/21/85	F.H. Ellenbaum et al	Agglomerates Containing Olivine
4,522,651	6/11/85	C.E. Seeney et al	Foundry Mold And Core Composition
4,522,799	6/11/85	C.E. Seeney et al	Process For Preparing Olivine Sand Cores And Molds
4,465,116	8/14/84	J.F. Kraemer	Process For Preparing Sand Cores And Molds
4,524,053	6/18/85	C.E. Seeney	Process For Preparing Cores And Molds
4,043,455	8/23/77	E.R. Ground	Beneficiation Of Fluorspar Ore
4,038,097	7/26/77	J.T. Traxler et al	Modified Clay Paper Coating
4,108,669	8/22/78	J.V. Otrhalek et al	Snow And Ice Control Composition
4,128,263	12/ 5/78	J.T. Traxler et al	Modified Clay Paper Coating

2. APPLICATIONS FOR UNITED STATES LETTERS PATENT

<u>Application Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
735,349	5/17/85	P.H. Ellenbaum et al	Process Of Olivine Usage In Blast Furnace Agglomerate Containing Olivine And Process For Their Preparation And Use
387,396	6/11/82	J.E. Doninger et al	Improved Coke Containing Olivine
329,777	12/11/81	F.H. Ellenbaum et al	Pebbles Containing Olivine
645,207	8/29/84	M.H. Hulbert et al	Sand Filter Media And An Improved Method Of Purifying Water
619,664	6/11/84	P.B. Foulkes	Improved Carbon Anodes

515 (100)

3. FOREIGN LETTERS PATENT
AND FOREIGN APPLICATIONS FOR LETTERS PATENT

Canadian Patent No. 1,064,706 dated October 23, 1979 on an invention by F.H. Ellenbaum et al entitled "Process of Olivine Usage in Blast Furnace Agglomerates Containing Olivine and Process for Their Preparation and Use";

Canadian Patent No. 1,145,777 dated May 3, 1983 on an invention by G.R. Alther entitled "Improved Activation of Clays by Compaction";

Canadian Patent No. 1,081,266 dated July 8, 1980 on an invention by J.D. Jenkins et al entitled "Method for the Segmented Mining and Drying of Bentonite";

Mexican Patent No. 149,083 dated August 19, 1983 on an invention by J.D. Jenkins et al entitled "Method for the Segmented Mining and Drying of Bentonite";

Canadian Patent No. 1,087,327 dated October 7, 1980 on an invention by E.R. Ground entitled "Beneficiation of Fluorspar Ore";

Canadian Patent No. 889,360 dated December 28, 1971 on an invention by W.J. Lang entitled "Foundry Sand Compositions Containing Graft Copolymer of Acrylic Acid with Methyl Cellulose";

Canadian Patent No. 868,969 dated April 20, 1971 on an invention by W.J. Lang et al entitled "Foundry Sand Compositions Containing Graft Copolymers";

Canadian Patent No. 949,418 dated June 18, 1974 on an invention by W.J. Lang entitled "High Yield Bentonites";

Australian Patent Application No. 46851/85 dated August 28, 1985 on an invention by M.H. Hulbert et al entitled "Sand Filter Media and an Improved Method of Purifying Water";

Canadian Patent Application No. 418,320 dated December 22, 1982 on an invention by G.D. Hanson et al entitled "Olivine Bedding Material for Smoking Pits";

Canadian Patent Application No. 485,495 dated June 27, 1985 on an invention by M.H. Hulbert et al entitled "Sand Filter Media and an Improved Method of Purifying Water";

515 110

European Patent Application No. 85110912.4 dated August 29, 1985 on an invention by M.H. Hulbert et al entitled "Sand Filter Media and an Improved Method of Purifying Water";

Israel Patent Application No. 76,105 dated August 15, 1985 on an invention by M.H. Hulbert et al entitled "Sand Filter Media and an Improved Method of Purifying Water";

Republic of South Africa Patent Application No. 6622/85 dated August 29, 1985 on an invention by M.H. Hulbert et al entitled "Sand Filter Media and an Improved Method of Purifying Water";

Spanish Patent Application No. 546,474 dated August 28, 1985 on an invention by M.H. Hulbert et al entitled "Sand Filter Media and an Improved Method of Purifying Water";

BOOK 515-111

4. UNITED STATES REGISTERED TRADEMARKS

<u>Registration Number</u>	<u>Mark</u>	<u>Dated</u>
815,199	BH	10/ 4/66
616,703	BLACK HILLS	11/29/55
533,639	BLOT	11/21/50
1,183,364	CARBOOSTER	12/29/81
856,282	CAL/SO BOND	9/10/68
899,972	CUSTOMIX	10/ 6/70
368,589	DIXIE BOND	6/27/39
687,368	ZORB-ALL	10/27/59
1,332,733	FASTHIK	4/30/85
1,229,174	GREEN LIGHTNING	3/ 8/83
930,279	INTERNATIONAL GEL	3/ 7/72
1,022,385	OLIFLUX	10/14/75
626,044	PLASTI-BOND	5/ 1/56
928,058	SDG	2/ 1/72
1,075,775	STEINEX	10/25/77
1,246,693	SUPER RAMOL 4	8/ 2/83
1,376,174	TIGER	12/17/85
579,128	TRIPLACT	8/25/53
696,610	TURFACE	4/26/60

BOOK 515 PAGE 112

5. APPLICATIONS FOR UNITED STATES TRADEMARK REGISTRATION

Application
Number

Mark

509,577

Environat

BOOK 515 PAGE 113

6. FOREIGN TRADEMARK REGISTRATIONS
AND APPLICATIONS FOR FOREIGN TRADEMARK REGISTRATIONS

<u>Registration Number</u>	<u>Mark</u>	<u>Country</u>	<u>Registration Date</u>
113,549	BLACK HILLS	Canada	3/20/59
269,949	CARBOOSTER	Canada	12/11/81
115,753	CUPOLINOR	Canada	10/30/59
74,949	CUPOLINOR	Ireland	1/28/69
938,397	CUPOLINOR	United Kingdom	2/20/69
1,058,065	CUSTOMIX	France	8/23/68
N.S. 51/13638	DIXIE BOND	Canada	7/ 4/54
1,058,064	DIXIE BOND	France	8/23/68
257,226	HI-CARB 99	Canada	3/27/81
108,446	LAVINORE	Canada	11/ 1/57
111,254	PLASTI-BOND	Canada	8/22/58
111,359	TRIPLACT	Canada	8/29/58
131,312	TURFACE	Canada	6/ 7/63
150,800	VALUE	Canada	5/19/67
132,380	ZORB-ALL	Canada	8/23/63

and the following trademark application:

<u>Application Number</u>	<u>Mark</u>	<u>Country</u>	<u>Filing Date</u>
167,586	CARBOOSTER	Mexico	5/21/80
686,820	ENVIROMAT	Benelux (Belgium, Luxembourg, Netherlands)	9/16/86

Mailed to Secured Party

515 114

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 21054

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 VERDONCK, ALBERT; VERDONCK, SHIRLEY ANN:DBA:Albert Verdonck-Mac-Tools Distributor
Address 1720 Basil Way, Gambrills, MD 21054

2. SECURED PARTY

Name MAC TOOLS, INC. CONTACT CREDIT MANAGER
Address P. O. Box 370, Washington C. H., OH 43160

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

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

Inventory and all other inventory of the Distributor, whether previously or hereafter acquired from the Company, and all of the Distributor's accounts, accounts receivable, notes, obligations and general intangibles, including those now existing and hereinafter coming into existence, and all parts, products, and proceeds thereof, all additions and accessions thereto, all proceeds of any insurance policies relating thereto, all contract rights with respect thereto (all of which collectively shall be called the "Collateral").

Name and address of Assignee

RECORD FEE 13.00
POSTAGE .50
#008520 0040 R03 T14:54
07/23/87
CK

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above 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 C. Verdonck
(Signature of Debtor)
ALBERT CYRIL VERDONCK

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

SHIRLEY ANN VERDONCK
Type or Print Above Signature on Above Line

Mailed to Secured Party

G. Scott Goen
(Signature of Secured Party)

MAC TOOLS, INC. Cr. Mgr.
G. Scott Goen, Cr. Mgr.
Type or Print Above Signature on Above Line

1306

#6195

EQUIPMENT IS LEASED. FILED FOR INFORMATION PURPOSES ONLY.
FILED ONLY TO PUBLICIZE A LEASE OF INVENTORY AND NOT TO CREATE A SECURITY INTEREST.

515 115

268755

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 Anchor Capital Group, Inc.
Address 133 Defense Hwy., #206, Annapolis, MD 21401

2. SECURED PARTY

Name Diversified Leasing, Inc.
Address 2024 West St.
Annapolis, MD 21401

RECORD FEE 11.00

POSTAGE .50

#008530 0040 R03 114:55

07/23/87

ck

Person And Address To Whom Statement Is To Be Returned 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) 332-80807-9 25" 4 dr vertical file, One (1) set bifold doors.
- MU 4-2125-C PAR. One (1) emergency pack light.
- One (1) Sharp 8100 Copier 8100 76201812. One (1) exit light.
- One (1) Sharp Copier Stand.
- One (1) Advance CSSP.
- Six (6) wood doors w/hardware.

CHECK THE LINES WHICH APPLY

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

JOHN W. HERSMAN
(Signature of Debtor)

John W. Hersman
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

L.L. Summers
(Signature of Secured Party)

L.L. SUMMERS
Type or Print Above Signature on Above Line

Mailed to Secured Party

1100 51

BOOK 515 PAGE 117

4. <input type="checkbox"/> Filed for record in the real estate records	5. <input type="checkbox"/> Debtor is a Transmitting Utility	6. No. of Additional Sheets Presented
1. Debtor(s) (Last Name First) and address(es) Francis, Stuart N. Francis, Debbie 908 Coachway Annapolis, MD 21401	2. Secured Party(ies) and address(es) Key Financial Services Inc. 57 River St. Wellesley Hills, MA 02181	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 POSTAGE .50

7. This statement refers to original Financing Statement No. 261812 filed (date) 5-14-86 with Anne Arundel County

8. A. Continuation The original Financing Statement bearing the above file number is still effective.
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)
 F. Other

#008570 0040 R03 T14:56

07/23/87



..... Key Financial Services Inc.
 By *Margaret M. Kuchal*
 Signature(s) of Debtor(s) (only on amendment) By Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101 / STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC3 REV. 1980

10.00

Mailed to Secured Party

515 118

268757

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
 #008690 0040 R03 715:01

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 all cash and non-cash proceeds thereof.

07/23/87
 CK

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.

13. 3

SCHEDULE A

BOOK 515 PAGE 119

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
Barretta	191 ob	MHP24134F787
Barretta	191 ob	MHP24136F787
Barretta	191 cc	MHP24137F787
Barretta	191 ob	MHP24140F787

\$24,619.50

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 _____.

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

RECORD FEE 1.00
 POSTAGE .50
 #008700 0040 R03 T15:01
 07/23/87

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, 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 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: _____

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 6 above.

130 2

SCHEDULE A

515 PAGE 121

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
Baretta	191cc	MHP24141F788
Baretta	191cc	MHP24149F788
Baretta	191cc	MHP24151F788
Baretta	191cc	MHP24152F788

Mailed to Secured Party

208759

515 122

COPY FOR FILING

FINANCING STATEMENT

Not Subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ 50,000.00

To Be Recorded in Anne Arundel Co.

NAME	ADDRESS		
	No.	Street	City State
1. Debtors(s) (or assignor(s))			
Vanguard Computer Systems, Inc.	409	Washington Avenue	Towson, MD 21204
T/A Towson Computer			

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

3. This Financing Statement covers the following types (or items) of property:
All machinery, equipment, furniture and fixtures, now owned or hereafter acquired, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection therewith.
All inventory, raw materials, work in process and supplies owned or hereafter acquired.
All accounts receivable now existent or hereafter created.
All contract rights now in force or hereafter acquired.
All automotive equipment, 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 interest of the Debtor, now existing or hereafter arising, in goods or merchandise as to which an account receivable for goods sold or delivered has arisen.

THE ABOVE COLLATERAL IS TO BE LOCATED AT: 7400 Ritchie Highway, Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

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

RECORD FEE	12.00
RECORD TAX	350.00
POSTAGE	.50

Title Owner of Real Estate: _____

5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered. #008730 0040 R03 T15:03
 (If products of collateral are claimed) Products of the collateral are also covered.
6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

07/23/87
OK

Secured Party:

Debtor(s) or Assignor(s)

CENTRA

BANK

Vanguard Computer Systems, Inc.
T/A Towson Computer

By: _____

Gail D. Houser

By: _____

Tobias Kaye
Tobias Kaye, President

Type Name

Gail D. Houser

Title

Commercial Lending Officer

Type or Print Name and Title of Each Signature

CSB1-101CL (9/81)

Mailed to Secured Party

12.00
350.00

515 123

A/C# 04410
Anne Arundel County

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 000750

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 159,000.00

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

Recordation Tax paid to Anne Arundel County in the amount of \$1,113.00.

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

1. DEBTOR

Name Skinner Logsdon Construction & Equipment, Inc.
Address 3226 B Telegraph Road Odenton, MD 21113

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

RECORD FEE 17.00
RECORD TAX 1113.00
POSTAGE .50

#008750 C040 R03 T15:04

07/23/87

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)
- Skinner Logsdon Construction & Equipment, 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
1113.00
3

BOOK 515 PAGE 124

CREDIT ALLIANCE CORPORATION
770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10021

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 1st day of June, 1987 by and between

Skinner Logsdon Construction & Equipment, Inc., having its principal place of business at **6226 B Telegraph Road Odenton, MD 21113**

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, in 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% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee) and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons;

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description, Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement;

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein;

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor 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 appraisement, 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 Mortgagee 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

515 124 A

banks prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased, respectively) on the effective date of any such change in prime rate to the extent of .30% for each .25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee elects to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of an 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

Skinner Logsdon Construction & Equipment, Inc. (Seal)
Mortgagor

Secretary

By Thomas C. Skinner (Title)

STATE OF Maryland
COUNTY OF Anne Arundel

} SS

Thomas C. Skinner being duly sworn, deposes and says

- 1. He is the President of Skinner Logsdon Construction & Equipment, Inc. (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 1st day of June 19 87
Saura M. Cline
NOTARY PUBLIC

My Commission Expires July 1, 1990
STATE OF Maryland COUNTY OF Anne Arundel SS
I, Saura M. Cline a Notary Public duly qualified in and for said County and State, do hereby certify that on this 1st day of June 19 87 in (Place) Odenton in said County, before me personally appeared Thomas C. Skinner to me personally well known

<p>(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.</p>	<p>(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.</p>	<p>(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 <u>President</u> of <u>Skinner Logsdon Construction & Equipment, Inc.</u> 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 <u>4206 Balto. St., Baltimore, Md. 21227</u> 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.</p>
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Given under and witness my hand and official seal the day and year in this certificate first above written
Saura M. Cline NOTARY PUBLIC

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated June 1 19 87 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
Two (2)	Autocar Dump Trucks W/14' Benson Steel Dump Bodies	1987	DK64B	1WBUCCE5HU303847 1WBUCCE1HU303845
	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.			
	Without limiting any of the terms and conditions of the above-mentioned Chattel Mortgage, Mortgagor grants to Holder a Security Interest in goods, inventory and equipment including but not limited to the following: <i>H.</i> <i>6-1-87</i>			
One (1)	Mack Tandem Dump Truck	1983	RD686SX	

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:

Skinner Logsdon Construction & Equipment, Inc

By: *Thomas C. H.* Pres.

Mailed to Secured Party

515 126

208701

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name John W. Ritter Trucking, Inc.

Address 8319 Md. Rt. 3, Box 2404 Millersville, MD 21108

2. SECURED PARTY

Name Beltway International Trucks, Inc.

Address 1800 Sulphur Spring Rd. Baltimore, MD 21227

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

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

3. Maturity date of obligation (if any) _____

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

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

ASSIGNEE OF THE SECURED PARTY:

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

RECORD FEE 17.00

POSTAGE .50

#008760 0040 R03 T15:05

07/23/87

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)

John W. Ritter Trucking, 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 E. KIMMEL AGST. V.P.

Type or Print Above Signature on Above Line

17.00



CONDITIONAL SALE CONTRACT NOTE

TO: Beltway International Trucks, Inc. FROM: John W. Ritter Trucking, Inc.
(Seller) (Buyer)
 1800 Sulphur Spring Rd. Baltimore, MD 21227 8319 Md. Rt. 3, Box 2404 Millersville,
(Address of Seller) (Address of Buyer) MD 21108

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

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks): One (1) New 1987 Navistar Conventional Tractor Model 8300, S/N 1HSJUG2R0JH511039	(1) TIME SALES PRICE	\$ 78,675.59
	(2) Less DOWN PAYMENT IN CASH	\$ 6,483.59
	(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$	-0-
	(4) CONTRACT PRICE (Time Balance)	\$ 72,192.00

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 8319 MD Rt. 3
Millersville, Maryland
 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 Seventy two thousand one hundred ninety two and 00/100*****
 ***** Dollars (\$ 72,192.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 1st day of August, 19 87, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 1,504.00 and the final installment being in the amount of \$ 1,504.00

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

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

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

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

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

BUYER(S)-MAKER(S):

Date: June 30, 19 87

Accepted, Beltway International Trucks, Inc. (SEAL)
(Print Name of Seller Here)

John W. Ritter Trucking, Inc. (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: _____

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 surplus 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 attorneys' fees, without stay of execution, and Buyer hereby waives and releases itself from any and all judgment, stay or execution 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 the taking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction thereof as a financing statement. All security interests shall attach to any proceeds, in its sole discretion. Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreement, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign 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 (1%) per day of 1/30 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 amended except in writing. Buyer shall not be bound by acceptance of goods or payment of bills of exchange or commission to act as agent for Seller. 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, in person or mail, within three days of such service being so effected. The parties hereby agree to the venue and jurisdiction of any suit in the State of New York regarding any matter arising hereunder. Any provision herein violating the law of any jurisdiction shall be null and void in that jurisdiction, but the remainder of this contract shall remain in full force and effect. The parties hereby warrant and agree that they have 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 effect of this contract shall be determined by the law of the state of residence of principal place of business of the Buyer, Seller or Holder, whichever renders such such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:
 THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALES CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

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

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

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

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

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

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

515 127 A

515 128

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 June 30, 1987

between Beltway International Trucks, Inc. as Seller, Lessor, Mortgagee and John W. Ritter Trucking, Inc. 8319 Md. Rt. 3, Box 2404 Milleroville, 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 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 \$ 72,192.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 30th day of June, 1987

Beltway International Trucks, Inc. (SELLER)

By [Signature]

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

CA 134

Mailed to Secured Party

515 129

Form 8-1-87

505308

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS CHATTEL

For Filing Officer Use
File No.
Date & Hour

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code. File Number of original Financing Statement Liber 437 folio 496 Date of Filing May 15, 1981 Record Reference Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) No. Street City State
(Last Name First)
Thomas H. Hough and Ruth M. Hough 368 North Drive Severna Park MD 21146

Name of Secured Party or assignee No. Street City State
Frank K. and Christel W. Coffin C/O Brassel and Baldwin 116 Cathedral Street, Annapolis MD 21401

CHECK APPLICABLE STATEMENT

- CONTINUATION The original Financing Statement identified above by file number is still effective.
- TERMINATION The original Financing Statement identified above by the file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

.....
.....
.....
.....

10.00
.50
11:03
JUN 23 87
OK

Debtor(s) or assignor(s) (Seal)
..... (Corporate, Trade or Firm Name)
.....
..... Signature of Secured Party or Assignee
.....
..... (Owner, Partner or Officer and Title)
..... (Type or print name under signature) (Signatures must be in ink)

After Recordation Mail to:
Real Title Company, Inc.
2009 14th Street North
Arlington, Va. 22201
Attn Karen RTC No 505308

Marcus J. [Signature]
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC 14, 1990
BONDED THRU GENERAL INS. UNO.
6/9/87

Mail to [Signature] 1650

BOOK 515 PAGE 130

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

Roll No. 45

Page No. 91

Identification No. 66202

Date October 19, 1965

1 Debtor(s) { John M. Stout and Dolores I. Stout, his wife
Name or Names: Print or Type
2503 Harmon Road, Silver Springs, Maryland
Address: Street No., City, County, State, Zip Code

2 Secured Party { Metropolitan Life Insurance Company c/o Wye Mortgage Corporation
Name or Names: Print or Type
7801 York Road Baltimore, Maryland 21204
Address: Street No., City, County, State, Zip Code

3 Maturity Date (if any) December 1, 1990

4 Check Applicable Statement:

POSTAGE 10.00
RECORDING FEE 50
RECORDED IN 113:42
JUL 23 87

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

METROPOLITAN LIFE INSURANCE COMPANY

WITNESS our hands and seals this 16th Day of June 19 86

WITNESS:

BY: WYE MORTGAGE CORPORATION

Selda M. Benny
Selda M. Benny

Nancy L. Shauck
Nancy L. Shauck, Vice President
Richard N. Schmertzler
Richard N. Schmertzler, Vice President

As its "Attorneys in Fact" (Power of Attorney recorded in Anne Arundel County
Lib. 3380, Folio 606.)

Mailed to Secured Party

15.00

515 131

FINANCING STATEMENT

File No. 208702

This Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code. RETURN TO SECURED PARTY.

<p>1. DEBTOR(S) and Address(es)</p> <p>A & D Insurance Financing, Inc. 7335 Furnace Branch Road Glen Burnie, Maryland 21061</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND 210 Guilford Avenue Baltimore, Maryland 21202 Attn.: Commercial Finance Division Daniel S. Tritsch - T0503</p>
---	--

3. This Financing Statement covers the following types (or items) of property ("Collateral"): All of the property described in subparagraphs A through C below unless one or more boxes are marked, if one or more boxes are marked, "Collateral" includes only the property described next to the box or boxes marked.

A. All of Debtor's present and future accounts, contract rights, receivables, instruments, documents, chattel paper and general intangibles, all rights to the payment of money due or to become due to Debtor for any reason whatsoever, and all right and interest of Debtor in and to all goods returned or repossessed or stopped in transit, the sale, lease or other provision of which gave rise to an account and all books, records and data processing materials in any form (including tapes, discs and the like) documenting, describing or in any way relating to any or all of the foregoing.

B. All of Debtor's present and after-acquired inventory, including raw materials, work in process, finished goods, goods returned or repossessed, goods held for demonstration, marketing or similar purposes and all materials and supplies either held by Debtor for sale, lease or other provision to customers of Debtor or used, useable or consumed in the course of Debtor's business, all property and devices in or on which any of the foregoing is stored or maintained, whether in the possession and control of Debtor or of a third party for the account of Debtor and all books, records and data processing materials in any form (including tapes, discs and the like) documenting, describing or in any way relating to any or all of the foregoing.

C. Other: (See Below)

4. Proceeds (including insurance proceeds) and products of Collateral are also covered hereunder.

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

DEBTOR:

SECURED PARTY:

A & D Insurance Financing, Inc.
(Type Name)

By: Gerald A. Muccioli

By: David Perkins

Gerald A. Muccioli, CBO
(Type or print name and title)

David Perkins, President
(Type or print name and title)

July 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.

C. Other: All of Debtor's present and future Premium Finance Agreements (as hereinafter defined) whether or not in actual possession of Bank; all moneys due or to become due thereunder, and all proceeds thereof both cash and non-cash resulting from such Premium Finance Agreements; all returned or unearned premiums, all returned or unearned commissions, and any service charges, late charges, cancellation charges, and other fees or charges of any sort which the Debtor is entitled to receive pursuant to the terms of the Premium Finance Agreements; all guarantees, recourse agreements, and other documents, pertaining thereto and all cash and non-cash proceeds thereof;

Mailed to Secured Party

11:00
JUL 23 87
CK

515 132

268763

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 Air Pack Air Pack, Inc
Address 7509 Connelly Drive, Suite P - Hanover MD 21076

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)

① Mita III C Copies

RECORD FEE 11.00
CHARGE .50
JUL 23 87
CK

CHECK THE LINES WHICH APPLY

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

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

John GERRISH Pres.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Bruce A. Reichelderfer, Jr.
Type or Print Above Name on Above Line

AA Co.
1150

Mailed to Secured Party

515 133

208761

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 Micrographic Equipment Designs, Inc.
Address 1654 Crofton Building #9 Crofton, MD 21114

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) Citizen 35 Premier Printer
- One (1) 30MEG Hard Drive
- One (1) Trillion Panther 612 Electronic Telephone System consisting of one 612 key service unit, three 612 telephone sets, one surge suppressor, onw power failure jack

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Joseph A. Castille, VP
(Signature of Debtor)

JOSEPH A. CASTILLE, VP
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bruce A. Reichelderfer
(Signature of Secured Party)

Bruce A. Reichelderfer, Jr.
Type or Print Above Name on Above Line

A.A. Co.
1150

Mailed to Secured Party

BOOK 515 PAGE 134

268765

The 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 (and) and Address(es)
 ROBERT S. CHAFFER
 THERESA S. CHAFFER
 1506L FLANDERS LANE
 HARWOOD MD 20776

2. Secured Party(ies) Name(s) and Address(es)
 GREEN TREE ACCEPTANCE INC.
 2200 OPITZ BLVD # 245
 WOODBRIDGE, VA 22191

3. For Filing Officer Date Time No Filing Office

4. Filing Officer Date Time No Filing Office

5. The Financing Statement covers the following type(s) of property
 1973 CONNER NEWPORT
 48 X 24 SERIAL # 1114AB
 *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. Assignments of Secured Party and Address(es)

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

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

9. Name of a Record Owner

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

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

ROBERT S. CHAFFER THERESA S. CHAFFER GREEN TREE ACCEPTANCE INC.

By Robert Chaffer Signature(s) of Debtor(s) By [Signature] Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked)

(3-83) 175 (1) FILING OFFICER COPY—NUMERICAL
 STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

Motion to secured Party

515 135

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 208766

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 12,000.00

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

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

1. DEBTOR

Name Nancy D. Dunlap and F. Michael Kaufman III
Address 40 Boone Trail Dr., Severna Park, Md. 21146

2. SECURED PARTY

Name Chelsea Groton Savings Bank
Address 1 Franklin Square, Norwich, CT 06360

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

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
1987 Harbor Craft, HC200, Hull No.
HBQ000467G687 with 1987 OMC Cobra 175 hp
engine, serial no. T0901960

Name and address of Assignee

RECORD FEE 12.00
#008910 0040 R03 116:17
07/23/87

CHECK [X] THE LINES WHICH APPLY

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

Handwritten signature of Nancy B. Dunlap
(Signature of Debtor)

Nancy B. Dunlap
Type or Print Above Name on Above Line

Handwritten signature of F. Michael Kaufman III
(Signature of Debtor)

F. Michael Kaufman III
Type or Print Above Signature on Above Line

Mailed to Secured Party

Handwritten signature of Anne E. McManus
(Signature of Secured Party)

Type or Print Above Signature on Above Line

ka

BOOK 515 PAGE 136 ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

208767

DATE: July 6, 1987

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR (S): TMG, Inc.
T/A Lord's and Lady's

ADDRESS: 130 Holiday Court, Suite 111
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 furniture, fixtures, equipment, inventory, accounts receivables now
owned and hereafter acquired, excluding motor vehicles.

SEARCH FEE 12.00
INDEX FEE .50
SERIALIZED 0777 101 109:01
JUL 24 87
CK

DEBTOR(S):
TMG, Inc.
T/A Lord's and Lady's

(Company Name)

BY: Teena M. Carlucci
Teena M. Carlucci, President

BY: _____

BY: _____

SECURED PARTY:
ANNAPOLIS FEDERAL SAVINGS 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
signature)

17.50

Mailed to Secured Party

Butler Leasing Company

515 137

268763

FINANCING STATEMENT (FORM UCC-1)

Identifying File No. _____

Not Subject to Recording Tax (Agreement with Nominal Purchase Option)

LESSEE (DEBTOR): CROWN CENTRAL PETROLEUM CORPORATION
1 N. Charles Street
Baltimore, MD 21201

LESSOR (SECURED PARTY): BUTLER LEASING COMPANY
9861 Broken Land Parkway, Suite 210
Columbia, Maryland 21046

ASSIGNEE OF LESSOR:

MONTANE BANK, N.A.
731 South Charles Street
Baltimore, MD 21201

RECORDED FEE 11.00
INDEXED FEE .50
JUL 24 1987
CK

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY

() If checked, see Equipment Schedule attached hereto and made a part hereof.

- 1 IBM AT System Model 339 s/n 7315365
- 1 Aboveboard PS/AT - 128K s/n BAC17036462
- 1 QuadColor I Board
- 1 Quad EGA Monitor
- 1 IBM Dos 3.3

Equipment to be located: 7300 Governor Ritchie Hwy. #814, Glen Burnie, MD 21061

PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES AND PROCEEDS OF COLLATERAL (including Insurance Proceeds) ARE COVERED HEREUNDER

LESSEE (DEBTOR):

LESSOR (SECURED PARTY):

CROWN CENTRAL PETROLEUM CORPORATION

BUTLER LEASING COMPANY

BY: J.R. Evans K.D. Ballou

BY: Deborah Scherr

J.R. EVANS General Manager

DEBORAH SCHERR, CREDIT MANAGER

PRINT NAME & TITLE

TO THE FILING OFFICER: After this statement has been recorded please return to:

BUTLER AND COMPANY, INC.
P. O. Box 609
Columbia, MD 21045-0609

204
D-05-1

1150

Mailed to Assignee

12.50

515 PAGE 139

208770

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) (To Be) Recorded in the Land Records.* <small>strike inapplicable words</small>		
Debtor(s) Name(s) and Address(es) Joyce, Ray Donnell t/a R & K Trucking 8247 Mimico South 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 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: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. One (1) 1987 Ford LT9000 Dump Truck s/n 1PDTU900W0HVA30503 One (1) New 14' Nail Steel Body s/n 87223892		
The name of C.I.T. Corporation has been changed to The CIT Group/Equipment Financing, Inc. Any reference herein to "C.I.T. Corporation" shall be deemed amended to "The CIT Group/Equipment Financing, Inc."		
Proceeds of collateral are also covered.		
*If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>Ray Donnell Joyce</u> <u>t/a R & K Trucking</u>	Secured Party <u>The CIT Group/</u> <u>Equipment Financing, Inc.</u>	
By <u>Ray Donnell Joyce</u> (seal) Title <u>owner</u>	By <u>[Signature]</u>	
If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.		
<u>Ray Donnell Joyce</u> Type or print name(s) of person(s) signing	<u>Mark A. B. H.</u> Type or print name of person signing	
5 SA 989D		

JUL 24 1987
 109:03
 13:00
 50
 CK

13⁵⁰

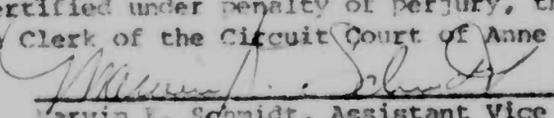
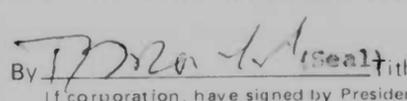
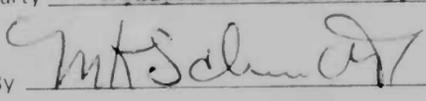
Mailed to Secured Party

515 110

269772

250.38
12.50

262.88
13.50

 Maryland Financing Statement <small>All information must be typewritten or printed in ink.</small>		File No.
(Not to Be) (To Be) Recorded in the Land Records * <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es) Merchant, Douglas F. t/a Merchants Tree Service 1672 Crownsville Road Crownsville, Anne Arundel, MD 21032		Secured Party Name and Address The CIT Group/Equipment Financing, Inc. 1301 York Road Lutherville, MD 21093
Assignee of Secured Party: 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. on the PRINCIPAL SUM OF 27,750.00
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> "See Schedule A Attached Hereto And Forming A Part Hereof".		
<small>The name of C.I.T. Corporation has been changed to The CIT Group/Equipment Financing, Inc. Any reference herein to "C.I.T. Corporation" shall be deemed amended to "The CIT Group/Equipment Financing, Inc."</small>		
Proceeds of collateral are also covered.		
*If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate) "We have certified under penalty of perjury, that the Recordation Tax was paid to the Clerk of the Circuit Court of Anne Arundel County."  Marvin K. Schmidt, Assistant Vice President 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>Douglas F. Merchant</u> <u>t/a Merchants Tree Service</u>		Secured Party <u>The CIT Group/</u> <u>Equipment Financing, Inc.</u>
By  Title <u>Owner</u>		By 
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small> <u>DOUGLAS F. MERCHANT</u>		<u>M K SCHMIDT</u>
<small>Type or print name(s) of person(s) signing</small>		<small>Type or print name of person signing</small>
<small>5 SA 989D</small>		

RECORDATION FEE 12.00
STAMP FEE .50
TOTAL 12.50
AUG 24 1987
AUG 10 10:03
AUG 24 87

CK

12.50
~~12.50~~

Mailed to Secured Party

PART 4 - Clerk



SCHEDULE A

515 1014

Attached to and a part of security agreement of even date

between Douglas P. Merchant t/a Merchants Tree Service, Debtor,
and The CIT Group/Equipment Financing, Inc., Secured Party.

205771

Quantity	(Describe collateral fully including make, kind of unit, serial and model numbers and any other pertinent information.)
(1) One	1986 Portable Saw Mill Consisting Of:
(1) One	Used 30' Trailer Mounted Loading Conveyor
(1) One	Used 32" Log Trough With Log Splitter s/n 9517
(1) One	Used 20' Live Deck
(1) One	Used Trailer Mounted Ford 350 Engine s/n C7TZ6012RM361 Complete With Hydraulic System, Cut-off Saw and All Controls
(1) One	Asplundh 16" Brush Chipper s/n 18943
(1) One	1980 IH 1854 Dump Truck s/n AA185KHA17029 With 16' Snyder Platform Dump Body
(1) One	1971 Ford Truck s/n F61ECJ84808 With Vermeer TS 66T Tree Spade s/n 134

Dated June 1, 1987

Debtor Douglas P. Merchant
t/a Merchants Tree Service
Name of individual, corporation or partnership

By [Signature] (Seal) Title [Signature]

The name of C.I.T. Corporation has been changed to The CIT Group/Equipment Financing, Inc. Any reference herein to "C.I.T. Corporation" shall be deemed amended to "The CIT Group/Equipment Financing, Inc."

PART 3 - ATTACH TO COPY FOR SECURED PARTY

Mailed to Secured Party

515 142

268773

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ 60,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR
S. & E. MiniStorage
P. O. Box 702
(Name)
Millersville, Maryland 21108
(Address)

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
 Attn Cathy Lewis
(Name of Loan Officer)
18 West St.
(Address)
Annapolis, Maryland 21401

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

Containersto be located on property operating as;

S & E MiniStorage
 3464 -3504 Wilkens Ave.
 Baltimore, Maryland

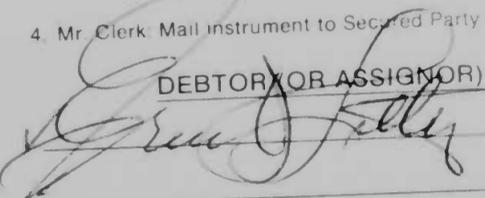
12.00
 420.00
 .50
 1777 901 109:04
 JUL 24 87
 CK

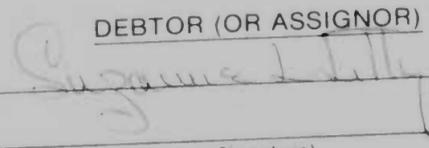
2. The collateral property is affixed to or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

 _____ (Seal)
 _____ (Seal)
(Signature)
Ernest J. Litty
(Print or Type Name)

DEBTOR (OR ASSIGNOR)

 _____ (Seal)
 _____ (Seal)
(Signature)
Suzanne L. Litty
(Print or Type Name)

12
400 50

Mailed to Secured Party

1/20

515 REC 143

87-767
AP

TO BE } RECORDED IN
 NOT TO BE } LAND RECORDS 205774
 SUBJECT TO } RECORDING TAX
 NOT SUBJECT TO } ON PRINCIPAL
 AMOUNT OF \$ _____

FINANCING STATEMENT

1. Debtor (s):

Moulin de Paris
 Name or Names—Print or Type
578 Benfield Road, Severna Park, MD 21146
 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) FPD-5 Kelvinator Case Freezer
- (1) S 6770000 White Front Panel

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

OFFICE 11.00
 1.50
 130 5777 801 109109
 23 24 87
 CK

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)

Chan K. Tsin
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY

Harbor Leasing Associates
(Company, if applicable)

[Signature]
(Signature of Secured Party)

Mark M. Caplan, partner
Type or Print (Include title if Company)

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

Name and Address HARBOR LEASING ASSOC., 701 Cathedral Street, Baltimore, Maryland 21201

Mailed to Secured Party 1/20

515 144 STATE OF MARYLAND
 FINANCING STATEMENT FORM 0001

Identifying File No. 268775

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 3/11/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Network
 Address 8501 Fort Smallwood Road, Pasadena, Maryland 21122

2. SECURED PARTY

Name 26 JUICE, INC. T/A Dispense All of Maryland
 Address 5037 Liberty Road
 Baltimore, Maryland 21207 Phone: 301-26-JUICE

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

3. Maturity date of obligation (if any) UPON DEMAND

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

- (15) Fifteen EDI Post-Mix Gun Systems
 Gun Nos. VB-23874, VB24042, VB24089,
 VB24045, VB24086, VB24088, VB24095,
 VB24092, VB24090, VB24091, VB23954,
 VB24043, VB24041, VB24044, VB24087

(7) SEven 5 gal. tanks

Name and address of Assignee

RECORDED
 11-00
 11-50
 109-10
 JUL 24 87
 CK

CHECK THE LINES WHICH APPLY

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

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

Network, 8501 Fort Smallwood Road, Pasadena, Maryland 21122

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

11-50

Robert Schmuff
 (Signature of Debtor)

ROBERT SCHMUFF
 Type or Print Above Name on Above Line
 Robert Schmuff, Mgr.
 (Signature of Debtor)

Type or Print Above Signature on Above Line

V.N.V. INC.

Mailed to Secured Party

Susan Sullivan
 (Signature of Secured Party)
 Susan Sullivan, Sec.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
 Type or Print Above Signature on Above Line

800 515 143

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 208776

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 6/5/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Safari Club

Address International Hotel, BWI Airport, Elm Road, Balto., Md. 21240

2. SECURED PARTY

Name JUICE, INC. T/A DISAPPEAR ALL of Maryland

Address 6537 Liberty Road Baltimore, Maryland 21207 Phone: 301-26-JUICE

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

UPON DEMAND

3. Maturity date of obligation (if any)

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

- (6) EDI Post Mix Systems
Gm Nos. 001068, 001070, 001069, 001056, 001067, 00150

- (6) Six 5 gal. tanks

Name and address of Assignee

RECEIVED 11:00
JUN 24 1987
C R

CHECK THE LINES WHICH APPLY

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

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

Safari Club, BWI Airport, Elm Road, Baltimore, Md., 21240

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor Amir Sohrebi

Amir Sohrebi, OWNER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Signature of Secured Party

Susan Sullivan, Sec.
Type or Print Above Signature on Above Line

11/50

515 1126

208777

FINANCING STATEMENT FORM UC 7-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ 50,000.00

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

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

1. DEBTOR

Name Ray B. Tacoma and Mary Jane Tacoma

Address 710 S. Linden Avenue, pittsburgh, PA 15208

2. SECURED PARTY

Name 1st Commercial Corporation

Address 303 Second Street, Annapolis, MD 21403

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

3. Maturity date of obligation (if any) _____

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

1987 Freedom, Hull #TSP36073L687 with Yanmar diesel engine, #3GM30FO4341-12408

ASSIGNE: Society for Savings
1290 Silas Deane Highway
Wethersfield, CT 06109

Anchorage: Annapolis, MD

RECORDING FEE 12.00
NOTARIAL FEE .50
RETURN 1987 JUL 24 12
JUL 24 87
CK

12.50

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)

Ray B. Tacoma
(Signature of Debtor)

Ray B. Tacoma
Type or Print Above Name on Above Line

Mary Jane Tacoma
(Signature of Debtor)

Mary Jane Tacoma
Type or Print Above Signature on Above Line

1st Commercial Corporation

(Signature of Secured Party)

Anne Truett
Type or Print Above Signature on Above Line

Mailed to Secured Party

Anne Truett
7/6/87

515 147

STATE OF MARYLAND

205773

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 Thomas T. Lockett

Address 3468 Pike Ridge Road - Edgewater, Maryland 21037

2. SECURED PARTY

Name Suit & Wells Equipment Co., Inc.

Address 6300 Crain Highway - Upper Marlboro, Maryland 20772

J.I. Case Credit Corp.

Person And Address To Whom Statement Is To Be Returned If Different From Above.
5790 Widewaters Parkway - Syracuse, N.Y. 13214

3. Maturity date of obligation (if any) _____

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

- 1 - New Case Maxi "B"
Cable Plow
Serial #1257347
- 1 - New Eager Beaver
Model TL4 Trailer
VIN #1120TL100HS20016

Name and address of Assignee

11:40
11:50
JUL 24 1987
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)

X *Thomas T. Lockett*
(Signature of Debtor)

Thomas T. Lockett
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

Mailed to Assignee

Jay Ruben
(Signature of Secured Party)

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

1150

515 148

268773

FINANCING STATEMENT FORM UC 71
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____
SIGNATURES MUST BE IN INK

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

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

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

1. DEBTOR

Name James R. Biggs and James M. Haughton
Address 283 Overleaf Dr. Arnold, Md. 21012

2. SECURED PARTY

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

12.00
30
109:116
JUL 24 87
CR

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

3. Maturity date of obligation (if any) _____

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

1976 Irwin 10-4 Sloop, Hull ID# XYM261500776 with a Yanmar YSE8 7 HP Diesel engine, serial #24635.

ANCHORAGE: Cape ST. Claire, Md.

ASSIGNEE: Society For Savings
1290 Silas Deane Highway
Wethersfield, Ct. 06109

CHECK THE LINES WHICH APPLY

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

James R. Biggs
(Signature of Debtor)
James R. Biggs

Type or Print Above Name on Above Line
James M. Haughton
(Signature of Debtor)
James M. Haughton

Type or Print Above Signature on Above Line

FIRST COMMERCIAL CORPORATION

James B. Cunningham
(Signature of Secured Party)

Type or Print Above Signature on Above Line

10-50

Mailed to Assignee

Anne Arnold
7/6/87

515 149

FINANCING STATEMENT FORM UC 7-1
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. 0000000

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 May 22, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Adria A. Lipka and James B. Phillips, Jr.
Address 18 S. Frederick Ave., #205, Gaithersburg, Md. 20877

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)

1986 Chris Craft, 315 Sport Commander, Hull #CCEC181J586 with
1986 Mercrusier twin 340 hp engines, serial nos. P: A413568 S: A430048

ANCHORAGE: Deale, 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)

Adria A. Lipka
(Signature of Debtor)

Adria A. Lipka
Type or Print Above Name on Above Line

James B. Phillips, Jr.
(Signature of Debtor)

James B. Phillips, Jr.
Type or Print Above Signature on Above Line

First Commercial Corporation
(Signature of Secured Party)

FIRST COMMERCIAL CORPORATION
Type or Print Above Signature on Above Line

Mailed to Secured Party

Anne Arnold
7/6/87

10-50

12.00
.50
NOV 10 1987
JUL 24 87

CK

FINANCING STATEMENT FORM UC 7-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

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

1. DEBTOR

Name James M. Haughton and James R. Biggs

Address 1275 Pine Hill Dr. Annapolis, Md. 21401

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)

1976 Irwin 10-4 Sloop, Hull ID#XYM2615000776 with a Yanmar YSE8 7HP Diesel engine, serial # 24635.

12.00
7/25/87
7/24/87
CK

ANCHORAGE: Cape ST. Claire, Md.

ASSIGNEE: Society For Savings
1290 Silas Deane Highway
Wethersfield, CT. 06109

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

James R. Biggs
(Signature of Debtor)
James R. Biggs

Type or Print Above Name on Above Line

James M. Haughton
(Signature of Debtor)
James M. Haughton

Type or Print Above Signature on Above Line

FIRST COMMERCIAL CORPORATION

James B. Cunningham
(Signature of Secured Party)

Type or Print Above Signature on Above Line

10

Mailed to Secured Party
Mailed to Assignee

Anne Arnold
7/6/87

515 1151

55
1150

208702

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

Billings & Birckhead, Inc.
Name or Names
2408 Crofton Blvd.
Crofton, Maryland 21114
Address - Street No. City-County State Zip Code

2. Lessor

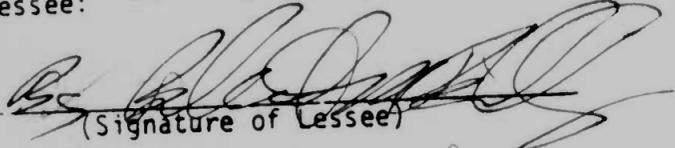
The Equipment Leasing Company
Box 307 Riderwood, Maryland 21139

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

Toshiba 8412 Copier
20 Bin Sorter
Storage Cabinet
Large Capacity Cassette

11.00
1.50
109422
JUL 24 87

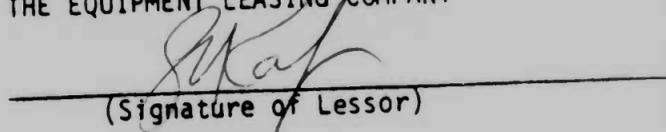
Lessee: Billings & Birckhead, Inc.


(Signature of Lessee)

Robert M. Billings, Pres.
(Type or Print) (Include Title)

Lessor:

THE EQUIPMENT LEASING COMPANY


(Signature of Lessor)

G. ARNOLD KAUFMAN, VICE PRESIDENT
(Type or Print) (Include Title)

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

11-90

Mailed to Secured Party

300 515 152

208783

FINANCING STATEMENT

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

RECORD FEE 12.00
 RECORD TAX 210.00
 TAX 50
 TOTAL 272.00

5. Debtor(s) Name(s) Address(es)
East Coast Welding and Construction Co., Inc. 517 Glenbrook Road
Glen Burnie, Maryland 21061

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

ML 24 87
OK

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

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

East Coast Welding and Construction Co., Inc. (Seal) _____ (Seal)

BY: Robert M. Hayes (Seal) _____ (Seal)
Robert M. Hayes, President

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

11.00
210.50

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

SCHEDULE A

PAGE 515 OF 153

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 East Coast Welding and Construction Co., Inc.

SECTION F CONTINUED

1969 Bucyrus Erie Crane, model 45/C, serial #130572

Mailed to Secured Party

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

300 515 154

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

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 502

Page No. 458

Identification No. 36687

Dated September 11, 1986

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

2. Secured Party { Yorkridge-Calvert Savings & Loan Association
Name or Names—Print or Type
3725 Old Court Road, Baltimore, MD 21208
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 checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

10.00
30
109:24
JUL 24 87

CK

BEING KNOWN AND DESIGNATED AS Lot No. 51, as shown on the Plat entitled "Phase Two, Plat 1, Section 10, Shipley's Choice", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 100 folio 46.

Dated: May 11, 1987

Yokridge-Calvert Savings & Loan Assn.

Name of Secured Party

Signature of Secured Party

Joseph J. Basta, Sr., Vice President

Type or Print (Include Title if Company)

Local Bro. Form T-1

10:50

MAURICE L. ELLIOTT
Attorney at Law
1520 Fidelity Building
Baltimore, Md. 21201

Mail to

BOOK 515 PAGE 155

L

FINANCING STATEMENT FORM UCC-1

Identifying File No. 208701

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Floor
Baltimore, MD 21203
Person And Address To Whom Statement Is To Be Returned If Different From Above.

11:00
150
MAY 24 1987
OK

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 May 27, 1987, Schedule # 01, dated May 29, 1987 between Assignor as Lessor and LEASE ACCOUNT # 250787 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 June 25, 1987 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SIGNET BANK/MD

Gordon C. MacPomeroy, CFO
(Signature of Secured Party)

Gordon C. MacPomeroy, CFO
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1150

BODE/FL

BODE FLOORING CORPORATION

EQUIPMENT LIST

515 #158

QUANTITY

DESCRIPTION

6 (six)	Color Chip Cameras - Model VDC3900
3 (three)	Indoor Housings - Model ITCH
3 (three)	Environmental Housings - Model V4.5H-12
5 (five)	8.5MM Auto-Iris Lenses - Model V8.5AI
1 (one)	16MM Auto-Iris Lens - Model V16-1.4ES
6 (six)	Outdoor Light Duty Wall Mount - Model V1600WM
6 (six)	Adjustable Heads - Model V1600AH
1 (one)	10 Position Alarm/Sequencing Switcher- Model WJ512
3 (three)	Long Range Motion Sensor - Model C&K
2 (two)	10" Color Monitors - CT1020M
1 (one)	Time Lapse Video Recorder - TLC1400
3 (three)	Power Supplies - Model 12VDC1A
1000 ft.	Triaxial Cable, Video - Model DE3815
1000 ft.	4 Conductor, Cable, 20 AWG - Model DE2P20
1000 ft.	2 Conductor, Cable, 22 AWG - Model DE1P22 including- Miscellaneous Hardware
1 (one)	Attendant console w/headset adapter
1 (one)	DSS/BLF (Attendant)
71 (seventy-one)	CS-20 Telephones (5 Wall mounted)
2 (two)	Single-line tap telephones
	Switch - SBGS/Starlog - Package C Expanded (Maximum of 120 electronic stations (console, DSS, CSD, CS-20, CS-10)
	Paging - IBIS Paging Unit (1 zone) and IBIS Music on Hold)

TRANS-AMERICAN LEASING CORPORATION

BY:

TITLE: Frank I. Sarno, III, Exec. V.P.

SIGNET BANK/MD

BY:

TITLE: Gordon C. McArthur, CFO

Mailed to Secured Party

800 515 157

209795

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ 24,000

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

<u>Name of Debtor</u>	<u>Address</u>
WILLIAM C. TAYLOR	8348 SCHMIDTS LANE PASADENA, MD 21122

<u>Secured Party</u>	<u>Address</u>
----------------------	----------------

~~Assignee~~
XXXXXXXXXX

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

Attach separate
list if necessary

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

ALL EQUIPMENT NOW OWNED OR HEREAFTER ACQUIRED AND ALL PROCEEDS (CASH AND NON-CASH) OF SUCH EQUIPMENT SPECIFICALLY INCLUDING BUT NOT LIMITED TO 3 GALBREATH 2 CU.YD. "E" MODEL COMPACTORS, SER.# 865C-848 & PP-0599, # 865C-847 & PP-0598, # 865C-846 & PP-0597, 3 GALBREATH 40CU.YD. PACKER/RECEIVERS SER.# 2682D26821 & 20839, AND 2 GALBREATH 30 CU.YD. OPEN TOP ROLL OFF CONTAINER, SER# 26642 & 26643.

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.

11.00
168.00
.50
JUL 24 87
CH

Debtor (or Assignor)

Secured Party (or Assignee)

WILLIAM C. TAYLOR

William C. Taylor

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

11-168-50

515-158

-159

#'s not used

S/b Land

7-24-87

515-158

-159

#'s not used

S/b Land

7-24-87

BOOK 515 PAGE 100

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

208787

DATE: July 6, 1987

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR (S): Poppets, Inc.
Clock Tower Place
Forest Drive
ADDRESS: 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:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now owned and hereafter acquired, excluding motor vehicles.

11.00
.50
11:56
JUL 24 87

~~VOID~~
BZ
25681

11.00
VOID
BZ
10:00
JUL 24 87
CK

DEBTOR(S):
Poppets, Inc.
(Company Name)

BY: Byron A. Phillips

BY: _____

BY: _____

SECURED PARTY:
ANNAPOLIS FEDERAL SAVINGS 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.)

Mailed to Secured Party

11.50

BOOK 515 PAGE 161

208703

Not to be recorded in
Land Records

Subject to Recordation Tax:
Principal Amount is \$164,000.00

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

DATE: July 10, 1987

FINANCING STATEMENT

1. Debtor: Address:
AMERICAN HOMES CORPORATION 647 Revell Highway
Annapolis, Maryland 21401
2. Secured Party: Address:
FAIRVIEW FEDERAL SAVINGS 9151 Baltimore National Pike
& LOAN ASSOCIATION Ellicott City, Maryland 21043
3. This Financing Statement covers:

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

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

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

RECORD FEE 13.00
STAMP 50
TOTAL 13.50
JUL 24 1987
OK

1353

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

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

DEBTOR:

AMERICAN HOMES CORPORATION

By *[Signature]*

SECURED PARTY:

FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION

By *[Signature]*
Executive Vice-President

AHFS493.734 J1

RETURN TO: NORTH ARUNDEL TITLE CORPORATION
200 HOSPITAL DRIVE, SUITE 113
GLEN BURNIE, MARYLAND 21051
(301) 763-6813

EA6-1/American Homes

BOOK 515 PAGE 163

SCHEDULE "A"

All those lots of ground being known and designated as Lot Nos. 1 thru 9, inclusive, Block JJ, as shown on the Plat entitled "Glen Burnie Heights", which Plat is recorded among the Land Records of Anne Arundel County, Maryland, at Plat Book 16, folios 19 and 20.

↓
NORTH ARUNDEL TITLE CORPORATION
200 HOSPITAL DRIVE, SUITE 113
GLEN BURNIE, MARYLAND 21061
(301) 708-6813

Mail to

716-1

08690-18029

STATE OF MARYLAND

Handwritten: Anne Brunel Bay

FINANCING STATEMENT FORM UCC-1

Identifying File No. 208700

164

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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.

515

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

1. DEBTOR

Name PDI CONSTRUCTION CORPORATION
Address 829 Central Ave., Linthicum, MD. 21090

RECORD FEE 11.00
POSTAGE .50
#36419 0237 R02 712:51
JUL 15 87
CK

2. SECURED PARTY

Name INGERSOLL-RAND COMPANY
Address 5681 Main St., Elkridge, MD. 21227

Handwritten scribble

Person And Address To Whom Statement Is To Be Returned 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 P175WD Air Compressor SN 161542 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 [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)

PDI CONSTRUCTION CORPORATION

Handwritten signature of Debtor

(Signature of Debtor)

BARBARA S. KIGHT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mail to Ingersoll-Rand Co.

INGERSOLL-RAND COMPANY

Handwritten signature of Secured Party

(Signature of Secured Party)

Bradley W. Berger Office Mgr.

Type or Print Above Signature on Above Line



515 165

FINANCING STATEMENT Form UCC-9

Identifying File No. 268000

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transactions 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 office for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Wagner, Mark H. and Roden, Danath
Address c/o Holiday Point Marina 3774 Beach Dr. Blvd. Edgewater, MD 21037

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)

1983 Morgan 323, LOA 32', Fiberglass, Hull# MRY39019M831323, with 1983 Yanmar, H.P. 22 1/2, diesel engine, serial # 03623

ASSIGNEE:

Society for Savings
1290 Silas Deane Hwy
Wethersfield, CT 06109

Kept: Edgewater, MD (as above)

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)

Mark H. Wagner
(Signature of Debtor)

Mark H. Wagner
Type or Print Above Name on Above Line

D. H. Roden
(Signature of Debtor)

Danath Roden
Type or Print Above Signature on Above Line

Elizabeth Leppity Kuyut
(Signature of Secured Party)

First Commercial Corporation

Type or Print Above Signature on Above Line

Mailed to Assignee

Annex Annual
7/6/87

1250

515 166

208704
NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

To be filed with the State Department of Assessments and Taxation; Land Records of Anne Arundel County, Maryland; and Financing Statement Records of Anne Arundel County, Maryland.

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 TWO HUNDRED FORTY-EIGHT THOUSAND DOLLARS (\$248,000.00), or so much thereof as may be advanced to which instrument all required documentary stamps have been affixed.

NAME AND ADDRESS OF DEBTOR:

Sharon C. Groom
211 Mayo Road
Edgewater, Maryland 21037

NAME AND ADDRESS OF SECURED PARTY:

Farmers National Bank of Maryland
5 Church Circle
Annapolis, Maryland 21401

NAME AND ADDRESS OF TRUSTEES:

Ross J. Selby and William A. Walker, II
5 Church Circle
Annapolis, Maryland 21401

1. This Financing Statement covers the following items of property:
 - A. All personal property of every kind and nature whatsoever, construction and building materials, apparatus, 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 hereinafter described property or any interest or estate therein, 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, all laundry, refrigerating, air condition, incinerating and sprinkling and other fire prevention or extinguishing equipment, all power equipment, communications and radio apparatus, ducts, compressors, security systems of whatsoever kind and nature, including all property specified in the Deed of Trust hereinafter mentioned.
 - B. Proceeds of the above described collateral, accessions and after-acquired property are covered hereunder.
 - C. All contract rights, earnings, revenues, rents, issues, profits and other income of and from the hereinafter described property

175, 50

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P. O. BOX 1911
ANNAPOLIS, MD 21404
(301) 263-8255

and other collateral, and all present and future accounts, general intangibles, chattel paper, documents, warranty rights and instruments relating to, derived from or otherwise appertaining to the hereinafter described property or any part thereof including all such rights heretofore granted or assigned by Debtor to Security Party by the Deed of Trust or other similar documents.

- D. 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 describe din 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.
- 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, all as more fully described on Exhibit A attached hereto and incorporated by reference herein and more fully described in and conveyed 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: 23 of July, 1987

DEBTOR SIGNATURE:

SECURED PARTY SIGNATURES:

FARMERS NATIONAL BANK OF MARYLAND

Sharon C. Groom
SHARON C. GROOM

BY: *Russell R. Till*
RUSSELL R. TILL, Vice President

Filing Officer:
After recordation, please return to:

Pat Weiss
MANIS, WILKINSON, SNIDER AND
GOLDSBOROUGH, CHARTERED
P.O. Box 1911
Annapolis, Maryland 21404

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P. O. BOX 1911
ANNAPOLIS, MD 21404
(301) 263-8855

EXHIBIT "A"

BEGINNING for the same at an iron pipe set at the corner formed by the intersection of the southwesterly side of the Mayo State road with the northeast side of a county road known as Stepney Lane, said point of beginning being distant South 2 degrees 15' 10" West 61.5 feet from a stone on the westerly side of the aforesaid county road, at the end of the South 47 1/4 degrees East, 122 perch line, which is next to the last line of the description of a 415 Acre Tract of land contained in a deed from Ludwig B. Freudenthal, unmarried, to Warren Smadbeck, dated March 4, 1931, and recorded among the Land Records of Anne Arundel County, Maryland in Liber F.S.P. No. 79 folio 330, and running thence from said point of beginning and along the said southwesterly side of the Mayo State Road, South 15 degrees 43' 10" West, 185 feet to a stake there set; said last mentioned point being distant North 74 degrees 16' 50" West, 45 feet from an iron pipe found marking the northwest corner of Lot No. 1404 in Woodland Beach as shown on plat entitled "Woodland Beach, Sheet No. 2" and recorded among the Plat Records of Anne Arundel County, Maryland, in Cabinet No. 1, Rod Y, Sheet No. 7, and running thence from said stake and continuing along the said southwest side of the Mayo State Road, and along the same Bearing South 15 degrees 43' 10" West, 155.10 feet to an iron pipe there set; thence leaving the State Road and running across the land of the Grantors of which the land hereby conveyed is a part, North 49 degrees 50' 50" West, 281.36 feet to a pipe set on the said westerly side of said County Road known as Stepney Lane, thence along the said westerly side of Stepney Lane, North 65 degrees 35' 10" West, 340.10 feet to the place of beginning.

SAVING AND EXCEPTING THEREFROM, all that property more particularly described, as follows:

BEGINNING at a point located 25.33 feet left of Station 7+00.00 Base Line of Survey Mayo Road as shown on Plat Number 29194 entitled "Londontown/Mayo Roads", thence running with a new right of way line for the West side of Mayo Road North 5 degrees, 10 minutes, 30 seconds East 50.22 feet; then North 10 degrees, 30 minutes 19 seconds East 113.00 feet to a point 30.00 feet left of Station 8+63.00 Mayo Road; thence North 49 degrees, 56 minutes, 6 seconds West 34.13 feet to a point 30.00 feet left of Station 0+96.00 Stepney Lane and running with a newly set southern right of way line for Stepney Lane South 59 degrees, 35 minutes, 49 seconds West 104.00 feet; thence South 62 degrees, 27 minutes, 34 seconds West 100.12 feet; thence North 30 degrees, 24 minutes, 11 seconds West 10.00 feet to a point located 15.00 feet left of Station 3+00.00 Stepney Lane; thence following the old right of way line North 59 degrees, 35 minutes, 49 seconds East 262.39 feet to its intersection with the old western right of way line of Mayo Road; thence with said line South 10 degrees, 29 minutes, 39 seconds West 229.41 feet to the point of beginning.

Mailed to Secured Party

515 169

208702

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Nelson E. Santman

205 Wayson Mobile Court
Lothian, Maryland 20711

SECURED PARTY

RECORD FEE 11.00
POSTAGE .50

THE BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21201

#009030 0040 R03 109:41

1. This Financing Statement covers the following types (or items) of property (the collateral).
NEW 1987 Holly Park Homes, Inc., "Overland Park" 72 X 14
Silver/White, Serial # 01-OP-18533 Mobile Home
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

07/27/87
ck

Debtor

Nelson E. Santman
NELSON E. SANTMAN

Secured Party

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

11.00
50
11.50

Mailed to Secured Party

1100

208793

BOOK 515 PAGE 170

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Richard H. Russ, Jr.

Patuxent Mobile Estates #3
Sands Road
Lothian, Maryland 20711

RECORD FEE 11.00

POSTAGE .50

#009040 0040 R03 T09:42

SECURED PARTY

THE BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21201

07/27/87

CK

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

New 1987 Liberty Homes, Inc. "Glen Oaks" X46001 Mobile Home
White/Terra Cotta, Serial # 08-L-58796

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

X Richard H. Russ, Jr.

RICHARD H. RUSS, JR.

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

11.00
50
11.50

Mailed to Secured Party

11.00 3

515 171 STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 200701

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 06/30/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J. E. & Sons, Inc.

Address 808 Ruckshire Drive, Arnold, MD 21012 (Anne Arundel Co.)

2. SECURED PARTY

Name Vernon E. Stup Co.

Address P.O. Box 3598, 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 850D Crawler/Dozer S/N - 7403828

Name and address of Assignee

RECORD FEE 11.00 POSTAGE .50 #009050 0040 R03 109:42

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: Roland E. Duggans, Jr., 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. GASE CREDIT CORP. 5790 Widewaters Parkway Syracuse, N.Y. 13214

Signature of Secured Party: Dwayne V. Stup

Type or Print Above Signature on Above Line

Not Subject to Recordation Tax Conditional Sales Contract
 Recordation Tax of \$ _____ on _____
 Principal Amount of \$ _____ is enclosed/
 has been paid (strike inapplicable phrase).

For Filing Officer
File No.: _____
Record Reference: _____
Date & Hour of Filing: _____

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

1. DEBTOR: Diamond, Inc. (Name or Names)
3265 Harness Creek Road, Annapolis, Maryland 21403 (Address)

DEBTOR: _____ (Name or Names)
 _____ (Address)

2. SECURED PARTY: The Chesapeake Supply & Equipment Company (Name or Names)
8366 Washington Blvd., Savage, Maryland 20863 (Address)

3. ASSIGNEE (if any) of SECURED PARTY: Signet Leasing and Financial Corporation (Name or Names)
7 St. Paul Street, Baltimore, Maryland 21202 (Address)

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

One (1) New 1845 C Uniloader, S/N: 17955104, with
 Backhoe Attachment, S/N: 1258013

Not Subject To Recordation Tax:
 Conditional Sales Contract

RECORD FEE 11.00
 POSTAGE .50
 #009080 0040 R03 109:44
 07/27/87
 CK

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): Diamond, Inc.
 By: Warren De Williams (Type or print name of person signing)
 _____ (Title)

SECURED PARTY:
The Chesapeake Supply & Equipment Company
 By: _____ (Type or print name of person signing)

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

Return To: Signet Leasing and Financial Corporation
P.O. Box 2373, Baltimore, Maryland 21203, Attn: #235

1/100 50



Mailed to Assignee

515 173

268796

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) John Currence 719 Mayothy Rd Arnold, Maryland 21012	2 Secured Party(ies) and address(es) Mt View Equip. Sales Rt. 1 Box 55 Valley Bend, W.Va. 26293	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:

1-5465 Gravely Tractor S/n 00584697
 30" Rotary mower Deck S/n 05145882
 30" Rotary mower Drive S/n 05154341
 Pair Dual 66 Tires + Spacers
 Riding Sully + Hitch S/n 05150551

ASSIGNEE OF SECURED PARTY
Davis Trust Co.
 P.O. Box 1429 Va
 ELKINS, W.

RECORD FEE 11.00
 #009170 0040 R03 T09:49
 07/27/97

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

Filed with: *Anne Arundel*

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

FILING OFFICER COPY—ALPHABETICAL (Form approved by Secretary of State of West Virginia)

REORDER FROM
Registre, Inc.
 514 PIERCE ST.
 P.O. BOX 218
 ANOKA, MN 55303
 (612) 421-1713

Mailed to Assignee

ACC. #053-06 521671
ANNE ARUNDEL COUNTY

BOOK 515 PAGE 174

TERMINATION STATEMENT

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

1. This Termination Statement shall apply to Original Financing Statement:
File No. 249106 Dated Sept. 22, 1983
Record Reference Liber 466, Page 74

2. DEBTOR is:
Name: Hook, Arthur & Lates, Jr., Russell
(Last Name First)
Address: 18 Renee Ave., Baltimore, Md. 21225

RECORD FEE 10.00
POSTAGE .50
#009180 0040 R03 109:49
07/27/87

3. SECURED PARTY is:
Name: Signet Bank/Maryland FORMERLY KNOWN AS UNION TRUST COMPANY OF MARYLAND
Address: P. O. Box 1573, 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: SIGNET BANK/MARYLAND
P. O. BOX #1573, BALTIMORE, MARYLAND 21203

SECURED PARTY: FORMERLY KNOWN AS UNION TRUST COMPANY OF MARYLAND
Signet Bank/Maryland

Date: 7/2, 1987

By: Bremen I. Trail
Bremen I. Trail (Title)
Consumer Loan Officer

012-1721-0537

*Term - 410.00
Postage .50
410.50*

SIGNET BANK/MARYLAND
CONSUMER LOAN DEPT.
P. O. BOX 1573
BALTIMORE, MD. 21203

Mailed to Secured Party
J. M. HITCH

10.00

ACC. #033-68-614092

ANNE ARUNDEL CO.

BOOK 515 PAGE 175

TERMINATION STATEMENT

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

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

File No. 258100 Dated Aug. 23, 1985
Record Reference Liber 488, Page 551

2. DEBTOR is:

Name: Brown, Ronnie S. & Vanessa E. (Last Name First) RECORD FEE 10.00
Address: 7733 Telegraph Road #35, Severn, Md. 21144 POSTAGE .50
#009190 C040 R03 109:50
07/27/87

3. SECURED PARTY is:

Name: Signet Bank/Maryland FORMERLY KNOWN AS UNION TRUST COMPANY OF MARYLAND
Address: P. O. Box 1573, Balto., Md. 21203

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

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

RETURN TO: SIGNET BANK/MARYLAND
P. O. BOX #1573, BALTIMORE, MARYLAND 21203

SECURED PARTY: FORMERLY KNOWN AS UNION TRUST COMPANY OF MARYLAND

Signet Bank/Maryland

Date: 6/30, 1987

By: Bremen I. Trail (Title)
Consumer Loan Officer

012-1721-0537

SIGNET BANK/MARYLAND
CONSUMER LOAN DEPT.
P. O. BOX 1573
BALTIMORE, MD. 21203

J. M. HITCH

Mailed to Secured Party

Term - \$10.00
Postage .50
\$10.50

10.00

ACC. #098-08-489992

ANNE ARUNDEL COUNTY

BOOK 515 176

TERMINATION STATEMENT

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

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

File No. 243085 Dated June 28, 1982
Record Reference Liber 451, Page 120

2. DEBTOR is:

Name: Nicholas E. Gall Hauling Co.
(Last Name First)
Address: 332 Gatewater Court, Glen Burnie, Md. 21061

RECORD FEE 10.00
POSTAGE .50
#009200 0040 R03 109:50
07/27/87
CK

3. SECURED PARTY is:

Name: Signet Bank/Maryland
Address: P. O. Box 1573, Balto., Md. 21203

FORMERLY KNOWN AS
UNION TRUST COMPANY OF MARYLAND

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:

SIGNET BANK/MARYLAND
P. O. BOX #1573, BALTIMORE, MARYLAND 21203

SECURED PARTY: FORMERLY KNOWN AS
UNION TRUST COMPANY OF MARYLAND
Signet Bank/Maryland

Date: 6/30, 19 87

By: Bremen I. Trail
Consumer Loan Officer (Title)

012-1721-0537

SIGNET BANK/MARYLAND
CONSUMER LOAN DEPT.
P. O. BOX 1573
BALTIMORE, MD. 21203

Term \$10.00
Postage .50
\$10.50

Mailed to Secured Party

J. M. HITCH

10.00

315 177

MARYLAND FINANCING STATEMENT

208707

(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 Roger Weaverling T/A H.G. Host and Sons
(Name or Names)
156 Three Rivers Road Harwood, Maryland 20776
(Address)

LESSEE
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Baltimore Federal Financial, F.S.A.
Of LESSOR (Name or Names) Baltimore, Maryland 21203
(Address)

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

- Six- 30 cu. yd. Dinosaur Open Top Containers
One- 40 cu. yd. Dinosaur Open Top Containers

RECORD FEE 12.00
POSTAGE .50
#009220 C040 R03 109:51
07/27/87
CK

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

LESSEE Roger Weaverling T/A H.G. Host and Sons

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Roger Weaverling owner (Title)

By: Brian G. Connelly Mgr. (Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: (Title)

Return to:

(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

Mailed to Secured Party

12.00

515 178

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 208703

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 Hollerbach & Andrews Equipment Co., Inc.

Address 8414 Washington Blvd. Jessup, MD 20794

2. SECURED PARTY

Name Hollerbach Equipment Company

Address 8414 Washington Blvd. Jessup, MD 20794

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)

One (1) New Schwing Model BPL 1200 HDR23
KVM 36/32-125 concrete pump with placing
boom complete with standard accessories
mounted on a new Mack Truck Model MR688S,
S/N

ASSIGNEE OF THE SECURED PARTY:

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

Additional Collateral:

One (1) Schwing Truck mounted on Concrete
Pump Model BPL800KVM26/125, S/N 70204500

RECORD FEE 21.00

POSTAGE .50

#009230 0040 R03 109:52

CHECK THE LINES WHICH APPLY

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

07/27/87

CK

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Hollerbach & Andrews Equipment Co., Inc.

T.R. Hollerbach PRES.
(Signature of Debtor)

T. R. HOLLERBACH
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Hollerbach Equipment Company

T.R. Hollerbach PRES.
(Signature of Secured Party)

T. R. HOLLERBACH
Type or Print Above Signature on Above Line

21⁰ 3

800A 515 PCE170

CREDIT ALLIANCE CORPORATION

CONDITIONAL SALE CONTRACT NOTE

TO: Hollerbach Equipment Company (Seller) FROM: Hollerbach & Andrews Equipment Co., Inc. (Buyer)
8414 Washington Blvd. Jessup, MD 20794 (Address of Seller) 8414 Washington Blvd. Jessup, MD 20794 (Address of Buyer)

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

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

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

(1) TIME SALES PRICE \$ 382,080.00
(2) Less DOWN PAYMENT IN CASH \$ -0-
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 382,080.00

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 8414 Washington Blvd. Jessup, MD 20794

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Three hundred eighty two thousand eighty and 00/100 Dollars (\$ 382,080.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 15th day of August, 19 87, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 6,368.00 and the final installment being in the amount of \$ 6,368.00

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

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any 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: June 30, 19 87

Accepted: Hollerbach Equipment Company (SEAL) Hollerbach & Andrews Equipment Co., Inc. (SEAL)

By: T.R. Hollerbach PRES By: T.R. Hollerbach PRES. 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 2XD(1-75)

(See Instructions on Reverse Side of Last Page)

© 1975 CREDIT ALLIANCE CORPORATION

3

ORIGINAL FOR FILING-NON-NEGOTIABLE

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

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

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

GUARANTORS-ENDORSERS SIGN HERE:

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

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

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

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

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment 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")

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SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated June 30, 19 87 between the under- signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	New Schwing Concrete pump with placing boom complete with standard accessories mounted on a New Mack Truck Model MR688S, S/N 1M2K166C2HM001175	BPL1200HDR- 23KVM36/32/ 125	170511060
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:			
One (1)	Schwing Truck mounted on a Concrete Pump	BPL800KVM26 125	7020450

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:

Hollerbach Equipment Company

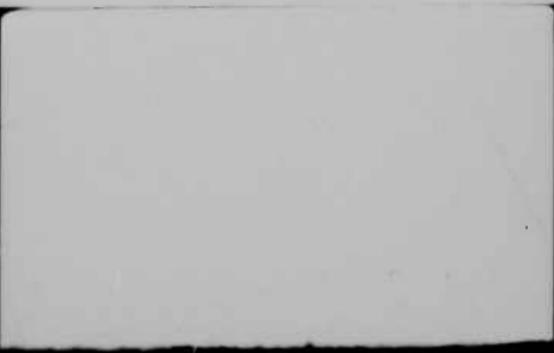
Hollerbach & Andrews Equipment Co., Inc.

By:

T.R. Hollerbach PRES.

By:

T.R. Hollerbach PRES.



BOOK 515 PAGE 171

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 June 30, 1987

between Hollerbach Equipment Company as Seller-Lessor/Mortgagee and Hollerbach & Andrews Equipment Co., Inc. 8414 Washington Blvd. Jessup, MD 20794 (Name) (Address)

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

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made in place, it receives a valid, free and clear title to or creates a first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 382,080.00 30th day of June 19 87

IN WITNESS WHEREOF, we have hereunto set our hand and seal this Hollerbach Equipment Company (SEAL) By T.R. Hollerbach PRES

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

CA 13A

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 268805

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

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

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

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

1. DEBTOR

Name Glen Burnie Sparks, Inc
Address 6730 Richie Highway Glen Burnie, MD 21061

2. SECURED PARTY

Name Credit Alliance Corporation
Address 100 Dutch Hill Road Orangeburg, N.Y. 10962

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

3. Maturity date of obligation (if any) _____

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

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

CHECK THE LINES WHICH APPLY

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

(Signature of Debtor)

Type or Print Above Name on Above Line

GLEN BURNIE SPARKS, INC.
(Signature of Debtor)
(SEE ATTACHED)

Type or Print Above Signature on Above Line

CREDIT ALLIANCE CORPORATION
(Signature of Secured Party)

(SEE ATTACHED)

Type or Print Above Signature on Above Line

1350

LEASING SERVICE CORPORATION (the "LESSOR")
 DIVISION OF CREDIT ALLIANCE CORPORATION

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

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

LEASING
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FULL LEGAL NAME AND ADDRESS OF "LESSEE"

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

Glen Burnie Sparks, Inc.
 6730 Richie Highway
 Glen Burnie, Maryland 21061

Sparks Tune-Up
 381 Brooks Rd
 King of Prussia, PA 19406

NAME AND TITLE OF PERSON TO CONTACT:

QUANTITY	DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION.
EQUIPMENT LEASED	1 White Air Conditioning Unit W/ Video Training Program

(IF DIFFERENT THAN LESSEE'S ADDRESS SHOWN ABOVE)

LOCATION OF EQUIPMENT: STREET ADDRESS

FOR INITIAL TERM OF THIS LEASE				AFTER INITIAL TERM	
AMOUNT OF EACH RENT PAYMENT	NO. OF RENT PAYMENTS	TOTAL RENT	INITIAL TERM OF LEASE (NO. OF MONTHS)	ADVANCE RENT	RENEWAL RENT
\$ 111.62 <small>(PLUS SALES TAX, IF APPLICABLE)</small>	12	\$ 1339.44 <small>(PLUS SALES TAX, IF APPLICABLE)</small>	12	\$ 111.62 <small>(EXCLUSIVE OF ANY SALES TAX)</small>	\$ <small>PAYABLE ANNUALLY IN ADVANCE (PLUS ANY SALES TAX)</small>

Terms and Conditions of Lease

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

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

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

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

ACCEPTED AT: Oranburg
 DATE: 4/30/87
 LESSOR:

 LEASING SERVICE CORPORATION
 BY: Peter A. High
 VICE PRESIDENT

DATE EXECUTED BY LESSEE:
 LESSEE: GLEN BURNIE SPARKS, INC.
 FULL LEGAL NAME
 BY: Howard Wilner
 AUTHORIZED SIGNATURE
 TITLE
 BY: HOWARD WILNER
 AUTHORIZED SIGNATURE
 TITLE

LEASE COPY

BOOK 515 PAGE 185

**Leasing Service Corporation
Credit Alliance Corporation**

100 DUTCH HILL RD. ORANGEBURG, N.Y. 10962

Dear Sir:

Enclosed, please find filing material and blank check. Kindly insert the correct amount to cover the required filing fee and proceed to file.

Please note that said check is not valid for amounts exceeding \$25.00. If additional fee is required, please proceed to file and advise us so that we may remit the difference by return mail.

Upon filing, please return to us the acknowledgement copy of the UCC-1 and a copy of the enclosed contract and attachments, all of which should indicate the filing information, (file number & date of filing)

Your assistance and cooperation in this matter is greatly appreciated.

Very truly yours,

CREDIT ALLIANCE CORPORATION
LEASING SERVICE CORPORATION

Enc.

Documentation Department

LEASING SERVICE CORPORATION

DIVISION OF CREDIT ALLIANCE CORPORATION

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

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

LEASE NO. 10621-8

FULL LEGAL NAME AND ADDRESS OF "LESSEE"

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

Glen Burnie Sparks, Inc.
 6730 Richie Highway
 Glen Burnie, Maryland 21061

Sparks Tune-Up
 381 Brooks Rd
 King of Prussia, PA 19406

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NAME AND TITLE OF PERSON TO CONTACT:

QUANTITY	DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION.
1	White Air Conditioning Unit W/ Video Training Program

(IF DIFFERENT THAN LESSEE'S ADDRESS SHOWN ABOVE)
 LOCATION OF EQUIPMENT: STREET ADDRESS

FOR INITIAL TERM OF THIS LEASE					AFTER INITIAL TERM
AMOUNT OF EACH RENT PAYMENT	NO. OF RENT PAYMENTS	TOTAL RENT	INITIAL TERM OF LEASE (NO. OF MONTHS)	ADVANCE RENT	RENEWAL RENT
\$ 111.62	12	\$ 1339.44	12	\$ 111.62	\$
<small>(PLUS SALES TAX, IF APPLICABLE)</small>		<small>(PLUS SALES TAX, IF APPLICABLE)</small>		<small>(PLUS SALES TAX)</small>	<small>PAYABLE ANNUALLY IN ADVANCE (PLUS ANY SALES TAX)</small>

Terms and Conditions of Lease

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

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

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

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

ACCEPTED AT: Oranburg, N.Y.
 DATE: 4/30/87
 LESSOR:

DATE EXECUTED BY LESSEE: _____
 LESSEE: GLEN BURNIE SPARKS, INC.
FULL LEGAL NAME

LEASING SERVICE CORPORATION

BY: Howard Wilner
AUTHORIZED SIGNATURE
 TITLE

BY: _____
VICE PRESIDENT

BY: _____
AUTHORIZED SIGNATURE
 TITLE

LEASE ORIGINAL

for the state where accepted by Lessor, or as otherwise directed by Lessor in writing. Should Lessor pay for or on account of the equipment any sums more than thirty days prior to the rent commencement date, Lessee will pay Lessor as additional rent along with the first rent payment due after the rent commencement date an amount equal to 1/15 of 1% of such sums paid for each day from the date of payment to the rent commencement date, except where such additional rent would not be permitted by applicable law, in which event said additional rent shall be the maximum permitted by law.

7. Lessor may, but shall not be obligated, to apply any advance rent toward curing any default of Lessee hereunder, in which event Lessee shall promptly restore the advance rent to the full amount specified herein. Any advance rent shall be held by Lessor without charge nor interest and may be applied by Lessor, in its sole discretion, against the unpaid installments of rent hereunder in the inverse order of their respective maturities, but Lessor shall not be obligated to do so.

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

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

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

11. If Lessor supplies Lessee with labels stating that equipment is owned by Lessor, Lessee shall affix and keep same in a prominent place on each item of equipment. Lessor is hereby authorized to file one or more financing statements and may sign same as agent and attorney in fact for Lessee. Lessee, at its expense, shall keep equipment in good repair and furnish all parts, mechanisms and devices required therefor. Lessee shall not make any alterations, additions or improvements to equipment without Lessor's prior written consent. All additions and improvements made to equipment shall belong to Lessor. Upon the expiration or earlier termination of this lease, Lessee, at its sole expense, shall return equipment in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it to such place as Lessor may specify. If Lessor, for any reason, does not receive the equipment immediately upon the expiration of the term hereof and there is no renewal under section 8 hereof, Lessor will receive as use and occupancy of the equipment or any portion thereof for each month or portion thereof, between the date of expiration and the date of return of equipment, an amount equal to 150% of the monthly rent specified for the initial lease term and the provisions hereof shall remain in effect and bind Lessee until such return of equipment.

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

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

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

15. Without Lessor's prior written consent, Lessee shall not assign, transfer, pledge, hypothecate or otherwise dispose of this lease or of any interest therein, or of the equipment or any part thereof, or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor and its assignee may assign this lease and/or mortgage the equipment or whole or in part, without notice to Lessee. Each such assignee and/or mortgagee shall have all of the rights but none of the obligations of Lessor hereunder. Lessee hereby acknowledges such assignment and agrees to pay the balance of Total Rent to any assignee and not to assert against any assignee any defense, counterclaim or set-off that Lessee may have against Lessor. Subject to the foregoing, this lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, survivors, successors and assigns of the parties hereto.

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

17. If Lessee fails to pay when due any rent or other amount herein provided when due, or if Lessee fails to perform any other provision hereof within five (5) days after Lessor shall have demanded in writing performance thereof, or if any proceeding in bankruptcy, receivership, liquidation or insolvency be commenced by or against Lessee or any of its property, or if Lessee makes any assignment for the benefit of its creditors, or if Lessee is in default under any other lease or agreement heretofore or hereafter made by Lessor, any one or more of the foregoing being a default hereunder, then, and to the extent permitted by applicable law, the full amount of Total Rent then unpaid hereunder and all other obligations of Lessee to Lessor shall become due and payable forthwith at the election of Lessor and Lessor may, at its option, (a) without notice or demand and without legal process, take possession of equipment and/or waive any and all rights to any judicial hearing, proceeding or trial, such relating, whenever same may be located, with all additions and substitutions; but Lessee shall be required to assemble the equipment and make it available to Lessor at such place as Lessor may designate, whereupon all rights of Lessee in equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the full amount of unpaid Total Rent and all other sums payable hereunder have been paid in full) and Lessor may retain all payments of rent and to retain the equipment, or to sell the equipment applying net proceeds of such sale less 10% of the Actual Cash of the unpaid balance of Total Rent or a certain balance of Total Rent, and attempt release of same (applying 80% of the reasonable market value of the equipment, as determined by Lessor for the unexpired initial term hereof to the unpaid balance of Total Rent); Lessee remaining unconditionally liable for any deficiency, under (a) and (b) above. (b) pursue the recovery of unpaid balance of Total Rent and other amounts due hereunder, (c) pursue any other remedy at law or in equity. All remedies are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and exercise of one shall not be an election or preclude the exercise of any other, and without limiting any action that Lessor may take, including taking possession of any or all of equipment, Lessee shall remain liable for the full performance of all its obligations hereunder, in addition to the foregoing. Lessee shall pay Lessor all costs and expenses, including reasonable attorneys fees and disbursements, incurred by Lessor in exercising any of its rights or remedies hereunder. **LESSEE AND LESSOR HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION BASED HEREON OR ARISING HEREUNDER.**

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

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

20. This instrument constitutes the entire agreement between Lessor and Lessee. No agent or employee of the Lessor is authorized to bind Lessor to this lease, to waive or alter any term or condition stated herein or add any provision hereof, except as provided in section 1 hereof. A provision may be added hereto or a provision hereof may be amended or deleted in writing signed by an authorized officer of Lessor. Waiver by Lessor of any provision hereof in one instance shall not constitute a waiver as to any other instance.

GUARANTORS SIGN HERE:

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

X *Howard Wilber* (L.S.) _____ (L.S.)
HOWARD WILBER (Guarantor) _____ (Guarantor)

(Guarantor) (L.S.) _____ (Guarantor) (L.S.)

Mailed to Secured Party 515 4160 A

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 202801

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Chase, Samuel C., Jr.
Address 3535 Patuxent River Rd. Davidsonville, MD 21035

2. SECURED PARTY

Name District International Trucks, Inc.
Address 5000 Tuxedo Road Tuxedo, MD 20781

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

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

ASSIGNEE OF THE SECURED PARTY:

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

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

CHECK THE LINES WHICH APPLY

1750

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)

Samuel C. Chase, Jr.

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)

Philip D. Cooper Sr. V.P.

Type or Print Above Signature on Above Line

CONDITIONAL SALE CONTRACT NOTE

BOOK 515 PAGE 188

TO: District International Trucks, Inc. FROM: Samuel C. Chase, Jr.
5000 Tuxedo Road Tuxedo, MD 20781 3535 Patuxent River Rd. Davidsonville, MD 21035

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

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

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

(1) TIME SALES PRICE \$ 113,397.80
(2) Less DOWN PAYMENT IN CASH \$ 3,800.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 109,597.80

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

3535 Patuxent River Rd. Davidsonville, MD

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 nine thousand five hundred ninety seven and 80/100

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 1st day of August, 19 87, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,826.63 and the final installment being in the amount of \$ 1,826.63

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

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

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

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

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

Date: JUNE 30 19 87

BUYER(S)-MAKERS(S): Samuel C. Chase, Jr. (SEAL)

Accepted District International Trucks, Inc. (SEAL)

By: [Signature] (Witness as to Buyer's and Co-Maker's Signature)

By: Samuel C. Chase, Jr. (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

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated June 3, 1987 between the under-
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	International Harvester Dump Truck Without limiting any of the terms and conditions of the above-mentioned Conditional Sale Contract Note, Buyer grants to Holder a Security Interest in goods, inventory and equipment including but not limited to the following:	1987	F9370	2HTFBG3T2HC000401
One (1)	International Harvester Paystar Dump Truck	1975		A505EGB13459

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:

District International Trucks, Inc.

Samuel C. Chase, Jr.

By:

[Signature]

By:

Samuel C. Chase Jr

ASSIGNMENT

BOOK 515 PAGE 100

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated June 30, 1987

between District International Trucks, Inc. as Seller-Lessor-Mortgagee and Samuel C. Chase, Jr. 3535 Patuxent River Rd. Davidsonville, MD 21035 (Name) (Address)

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

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same. It is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business. It contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage. No representations, warranties or inducements not contained in the contract have been made or given. It reserves a valid, free and clear title 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 in 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 \$ 109,597.80

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 30 day of JUNE 1987

District International Trucks, Inc. (NAME)

By [Signature]

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

CA 13A

Mailed to Assignee

208817

BOOK 4415 PAGE 575

BOOK 515 FILE 191

TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

NOT TO BE

NOT SUBJECT TO

\$ _____

FINANCING STATEMENT

Fresh Corp., Inc.

Name or Names—Print or Type

7477 Baltimore-Annapolis Blvd., Glen Burnie, Maryland 21061

Address—Street No.,

City - County

State

Zip Code

1. Debtor(s):

Name or Names—Print or Type

Address—Street No.,

City - County

State

Zip Code

Anne Arundel County, Maryland

Name or Names—Print or Type

2. Secured Party:

44 Calvert Street, Annapolis, Maryland 21401

Address—Street No.,

City - County

State

Zip Code

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

Fixtures, Equipment, Inventory, and other property, all as described on Exhibit A, attached hereto.

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

Units 1-B, 1-C, 1-D and 1-E, comprising 3,180 square feet net rentable space on the first floor of the three-story building constructed on the property which has a street address of 7477 Baltimore-Annapolis Blvd., Glen Burnie, Maryland 21061.

5. If collateral is crops, describe real estate.

not applicable

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): Fresh Corp., Inc.

SECURED PARTY:

(Signature of Debtor)

By: Rhonda Falcon, President

Type or Print

Rhonda Falcon, Pres.

(Signature of Debtor)

Type or Print

Anne Arundel County, Maryland

(Company, if applicable)

Adrian G. Teel

(Signature of Secured Party)

Adrian G. Teel, Director of Administration
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: Patricia A. Logan, Assistant County Solicitor
Arundel Center, P. O. Box 1831, Annapolis, MD 21404

Lucas Bros. Form F-1

APPROVED FOR FORM AND
LEGAL SUFFICIENCY.
COUNTY SOLICITOR

ANNE ARUNDEL COUNTY, MARYLAND

BY *Patricia A. Logan* 7-15-87
OFFICE OF LAW DATE

1987 JUL 24 AM 11:29
H. ERIC SCHAFER
CLERK
1987 JUL 24 AM 11:29
H. ERIC SCHAFER
CLERK

FINANCING STATEMENT

Fresh Corp., Inc. - Debtor

Anne Arundel County, Maryland - Secured Party

EXHIBIT A

1. Fixtures on the real property described.
2. Inventory of every description held by Debtor for sale or raw materials used or useful in the conduct of the business of Debtor.
3. Equipment being used or bought for use in Debtor's business, including but not limited to: new or used refrigerators, stoves, heating equipment, air conditioning equipment, furniture and furnishings, and other electrical or mechanical commercial appliances, equipment, accessories, appurtenances, supplies, or replacement parts.
4. All other tangible personal property used in connection with the operation of Debtor's business on the real property described.

1987 JUL 24 AM 11:29
H ERLE SCHAFER
CLERK

Mail to A.A.C.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 515 193

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0

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

This financing statement Dated 6/24/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ADVANCE RENTAL, INC.

Address 1515 Forest Drive Annapolis, MD

2. SECURED PARTY

Name BORG WARNER ACCEPTANCE CORP.

Address 1101 Kennedy Rd, Suite 112 P.O. Box 68 Windsor, CT 06095

Person And Address To Whom Statement Is To Be Returned 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 COLLATERAL DESCRIPTION MADE A PART HEREOF:

Name and address of Assignee

RECORDING FEE 17.00
POSTAGE .50
RECORDED 11:23:39
JUL 21 87
CK

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)

[X] (Products of collateral are also covered)

X Francis X. Brewis, Jr. (Signature of Debtor)

Francis X. Brewis, Jr. President
Type or Print Above Name on Above Line

X Steve Perry (Signature of Debtor)

Steve Perry Vice Pres.
Type or Print Above Signature on Above Line

1100/2

Rob L. Garver (Signature of Secured Party)

Rob L. Garver Branch Mgr.
Type or Print Above Signature on Above Line

SCHEDULE A

- A. All inventory of goods, new or used, wherever located, now owned or hereafter acquired and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories, and accessions thereto, and all other goods used or intended to be used in conjunction therewith, and all proceeds of the foregoing; and
- B. All accounts, contract rights, rental contracts and/or lease agreements, accounts receivable, rental and/or lease accounts receivable and general intangibles, presently existing or hereafter arising, wherever located and all chattel paper and rental contracts and/or lease agreements pursuant to which we rent or lease inventory described above, along with all inventory returned to or possessed by the Debtor; and
- C. All proceeds of every kind and character which shall include, but is not limited to, all rental income arising from the rental and/or lease of inventory or from the sale or other disposition of same. Rental income shall include all payments received in consideration of the rental or sale of inventory whether in the form of checks, cash, money orders, drafts, deposits, or any other remittances.

" SECURED OBLIGATION NOT SUBJECT TO MATURITY DATE"

To be recorded
(1) in the Land Records of _____ County
(2) In the Financing Statement
Records of Anne Arundel
County

Not subject to
recordation tax
Principal amount is 203823
\$ 430,000.00

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

SECURITY AGREEMENT AND FINANCING STATEMENT

- 1. Debtor: Arthur L. Silber
Ann Lynn Silber
Mailing Address of Debtor:
1171 Cavalier Road
Arnold, Maryland 21012
- 2. Secured Party: STERLING BANK & TRUST CO.,
a bank and trust company
organized and existing
under the law of Maryland
Address of Secured Party:
106 Old Court Road
Pikesville, MD 21208

3. In consideration of the premises and the sum of One Dollar, the receipt and adequacy of which is hereby acknowledged, Debtor does hereby create and grant to the Secured Party a security interest under the provisions of Title 9 of the Commercial Law Article of the Annotated Code of Maryland (1975 Edition, as amended), in all of the collateral hereafter mentioned.

4. This Security Agreement and Financing Statement covers all of the Debtor's right, title and interest in and to:

4.1 All equipment, machinery, building materials and other articles of personal property of every kind and nature now or hereafter located in or upon the land located in Anne Arundel County, Maryland which is described in Exhibit A hereto, including, by way of example rather than of limitation, all heating, lighting, laundry, plumbing, refrigerating, ventilating, communications apparatus, air-conditioning apparatus, fans, carpeting and other floor coverings, storm doors and windows, stoves, refrigerators, dishwashers and attached cabinets.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

Debtor:

Arthur L. Silber
Arthur L. Silber

Ann Lynn Silber
Ann Lynn Silber

Date: July 24, 1987

0449E/298

12.00 5

RECORDED
FEE 12:00
50
JUL 28 1987
CR

268501

BOOK 515 PAGE 196

FINANCING STATEMENT

Debtor or Assignor Form

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

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

Name of Debtor

Address

Hometown Hardware Inc.

3020 Mountain Road
Pasadena, Md. 21122

Secured Party

Address

Farmers National Bank

5 Church Circle
Annapolis, Md. 21401

Assignee

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

RECORDED FEE 11.00
STAMP
JUL 28 87
CK

Attach separate list if necessary

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

All Accounts, Inventory, Equipment, Receivables and Leasehold Improvements now owned and hereafter acquired by Borrower and all Proceeds (Cash and Non-Cash) of such Accounts, Inventory, Equipment, Receivables and Leasehold Improvements.

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

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

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

Debtor (or Assignor)

Secured Party (or Assignee)

Hometown Hardware Inc.

THE FARMERS NATIONAL BANK OF ANNAPOLIS

By: *[Signature]*

By: *[Signature]*

BY *[Signature]*

Type or print names under signatures

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

1150



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

Washington Law Reporter Form 1001
1625 Eye St., N.W., Washington, D.C. 20006

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.
Date & Hour

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement 264634
Date of Filing 11/13/86 Record Reference Book 505, page 24
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Colonial Electric Company, Inc.	148	Defense Highway	Annapolis,	Maryland

Name of Secured Party or assignee	No.	Street	City	State
Farmers National Bank of Maryland	5	Church Circle	Annapolis	Maryland

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

RECORD FEE 10.00
STAMP .50
... 7/10/87
JUL 29 87
CK

Debtor(s) or assignor(s)

Robert H. Katski, President
Robert H. Katski, President

Colonial Electric Company, Inc. (Seal)
(Corporate, Trade or Firm Name)

FARMERS NATIONAL BANK OF MARYLAND

By Ross J. Selby, Senior Vice President
Signature of Secured Party or Assignee

(Type or print name under signature)

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

10/50

208865

BOOK 515 PAGE 198

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

RECORD FEE 13.00
FOR FEE 50
JUL 27 1977
OK

1. Debtor: Anthony E. Dahnk Address: 20 West Street Annapolis, Maryland 21401

2. Secured Party: SECOND NATIONAL FEDERAL SAVINGS BANK 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 the preceding paragraph) and any and all awards made to Debtor for the taking

1350

BOOK 515 PAGE 199

by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

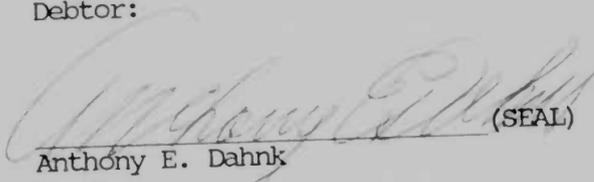
(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with the operation of a marina and related services on the property.

4. The aforesaid items covered by this Financing Statement are included as security in the Deed of Trust of August 1, 1985, as amended on August 29, 1986, and July 28, 1987, and Consolidated Deed of Trust Note in the amount of \$586,000.00 executed even date herewith between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the Anne Arundel County, Maryland.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

Debtor:


(SEAL)
Anthony E. Dahnk

Dated: July 25, 1987

MR. CLERK:

Please return to:

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

S40322ms.fin

EXHIBIT A

ALL that part and parcel of land and premises situate and lying in the Seventh Assessment District, Anne Arundel County, State of Maryland, and described as follows, that is to say:

BEGINNING for the same at a post standing near the East end of Traceys Creek bridge and on the East side of the Public Road leading from said bridge and in the outlines of the lands of Andrew Manifold and running from said post and with the East side of said road, North $58^{\circ} 40'$ East, $37\frac{1}{5}$ perches to a post opposite a cherry tree stump; thence leave said road and running South $57^{\circ} 25'$ East 21.18 perches to a post on the West side of Rockhold Creek; thence with the shore of said creek, South 25° West 8.7 perches South $33^{\circ} 15'$ West $12\frac{2}{5}$ perches, South $6^{\circ} 15'$ East 6.12 perches, South $53^{\circ} 30'$ West $8\frac{3}{5}$ perches to a locust post, a corner boundary of Andrew Manifold's lands; thence leave said creek and running with said lands, North $57^{\circ} 5'$ West 39.28 perches to the place of beginning. Containing 6 acres, 2 roods and 8 square perches, more or less.

BEING the same property conveyed unto Herman G. Thompson and Edna E. Thompson, his wife, by Rosa E. Marshall, et al, by deed dated March 1st, 1973 and recorded among the Land Records of Anne Arundel County in Liber W.G. L. 2568, folio 1.

SAVE AND EXCEPTING THEREFROM, HOWEVER, all that property conveyed by Herman G. Thompson and Edna E. Thompson, his wife, to Anne Arundel County, Maryland by Deed dated April 16, 1974 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. 2671, folio 543.

BEING the same property conveyed unto Anthony E. Dahnk, by Herman G. Thompson and Edna E. Thompson, his wife, by deed dated June 20, 1985, recorded among the Land Records of Anne Arundel County in Liber No 3931 at Folio 498.

BLUMENTHAL, WAYSON, DOWNS, & OETUTT, P.A.
89 WEST STREET
ANNAPOLIS, MD 21401
ATTN: DAVID S. BRUCE, ESQ.

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

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 502 Page No. 458
Identification No. 36687 Dated September 11, 1986

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

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

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

BEING KNOWN AND DESIGNATED as Lot No. 45, as shown on the Plat entitled "Phase Two, Plat 1, Section 10, Shipley's Choice", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 100 folio 46.

Dated: May 11, 1987

Yokridge-Calvert Savings & Loan Assn.
Name of Secured Party

[Handwritten Signature]
Signature of Secured Party

Joseph J. Basta, Sr., Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

10-50

865739

FILE 10.00
50
JUL 29 1987
cc

CHATTEL

515 PAGE 202

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 494 Page No. 309
Identification No. _____ Dated _____

1. Debtor(s) { Chesapeake Bay Builders, Inc.
Name or Names—Print or Type
2842 Riva Road, Annapolis, MD 21401
Address—Street No., City - County State Zip Code
Key Federal Savings Bank (formerly k/a Key Federal Savings and Loan Association)
2. Secured Party { 8601 Liberty Road, Randallstown, MD 21133
Name or Names—Print or Type
Address—Street No., City - County State Zip Code

3. Maturity Date (If any) _____

4. Check Applicable Statement:

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

Lot 45, Broadview Estates, Section 2, Plat Book 84, folio 15, Improvements to be known as 343 Broadview Lane

10:00
-30
11/29/86
CK

Dated: December 23, 1986

KEY FEDERAL SAVINGS BANK, (formerly known as Key Federal Savings and Loan Association)

Name of Secured Party

Signature of Secured Party

BY: John J. Davis, Executive Vice-President

Type or Print (Include Title if Company)

10.50

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

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 502 Page No. 464
Identification No. 36758 Dated September 15, 1986

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

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

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

BEING KNOWN AND DESIGNATED as Lot No. 37 as shown on the Plat entitled "Phase Two, Plat 1, Section 10, Shipley's Choice", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 100 folio 46.

REGISTRY FEE 10.00
STAMP .50
27-3002 LTTI R01 115433
JUL 29 87
CK

Dated: March 10, 1987 Yorkridge-Calvert Savings & Loan Association
Name of Secured Party
Joseph J. Basta, Sr.
Signature of Secured Party
Joseph J. Basta, Sr., Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

865734

10/50

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

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 502 Page No. 458
Identification No. 36687 Dated September 11, 1986

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

2. Secured Party { Yorkridge-Calvert Savings & Loan Association
Name or Names—Print or Type
3725 Old Court Road, Baltimore, MD 21208
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 checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

BEING KNOWN AND DESIGNATED as Lot No. 50, as shown on the Plat entitled "Phase Two, Plat 1, Section 10, Shipley's Choice", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 100 folio 46.

Dated: May 11, 1987 Yorkridge-Calvert Savings & Loan Assn.
Name of Secured Party
[Signature]
Signature of Secured Party
Joseph J. Basta, Sr., Vice President
Type or Print (Include Title if Company)

Local Exec. Form T-4

1050

FILED 10.00
50
201 115-32
JUL 29 87

The 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) WILLIAM LOUIS BRADY 1503-I FLANDERS LANE HARWOOD, MD 20776 JANE MARIE LARIVEE	2. Secured Party(ies) Name(s) and Address(es) ACCENT MOBILE HOMES 7401 MOORE ROAD BRANDYWINE, MD 20613	3. <input type="checkbox"/> The Debtor is a transmitting utility
--	---	--

5. This Financing Statement covers the following (type or items of property) 1988 SCOTTSDALE 2711-0216-ABX 52 X 26 SKYLINE Rooms	6. Assignee(s) of Secured Party and Address(es) Crescent Financial, Inc. 1623 Forest Drive Suite 201 Annapolis, MD 21401
--	---

To include all furniture, fixtures, appliances and appurtenances therein and thereto, including ~~but not limited to~~ these items specified in the manufacturers invoice and/or purchase agreement and/or retail security agreement.

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 Record Owner

7. The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The timber 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)

WILLIAM LOUIS BRADY *William Louis Brady* Crescent Financial, Inc.
 JANE MARIE LARIVEE *Jane Marie Larivee* By *Jane Marie Larivee* Signature(s) of Secured Party(ies)
 Signature(s) of Debtor(s) (Required only if Item 10 is checked)

SCHEDULE A

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
Baretta	Success	MHP24240F788
Baretta	Success	MHP24241F788
Baretta	Success	MHP24244F788
Baretta	Success	MHP24245F788

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 Riviera Beach Super Market
Address 8479 Riviera Plaza, Pasadena, MD 21122

2. SECURED PARTY

Name HOBART CORPORATION
Address World Headquarters - Troy, Ohio 45374

13:00
JUL 30 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 (1) 1870 scale

CIB 106313

Clerk of Cir. Ct.-Anne Arundel

CHECK THE LINES WHICH APPLY

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

Suzette Francis Attorney in Fact
(Signature of Debtor)

Riviera Beach Super Market
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

HOBART CORPORATION
(Signature of Secured Party)

W.J. Cronin W.J. Cronin
Type or Print Above Signature on Above Line

11/50



MARYLAND FINANCING STATEMENT

268823

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

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

1. LESSEE Stanley J. Gesek T/A Gesek's Body Paint & Frame Specialists
(Name or Names)
200 Arundel Corporation Road Glen Burnie, Maryland 21061
(Address)

LESSEE _____ PFD 632
(Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Baltimore Federal Financial, F.S.A.
of LESSOR _____
P.O. Box 116 (Name or Names) Baltimore, MD 21203
(Address)

4. This financing Statement covers the following types (or items) of property:
1- Hunter D111-04M Optical 4 Wheel Aligner with Printer, 18-230-1 Key Pad, 30-171-1 Remote Console, (2) 25-18-1 Turning Radius Gauges, L25-10S Steering Wheel Holder, WA15S Brake Pedal Jack, and RJ Rack with Rear Slip Plates Kit and Two Swing Air Jacks less (2) 147-42-1 Rear Ramps - Serial #'s DA3389, DS4705, DS4706, DS4708m PD3398, RI27703.
1- Hunter 741 Computer wheel Balancer.

RECORD FEE 12.00
STAMP .50
... 7.10 = 36
JUL 30 87
CK

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

LESSEE Stanley J. Gesek T/A
Gesek's Body Paint & Frame Specialists
By: Stanley J. Gesek
(Title)
Stanley J. Gesek Owner
(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

1750

MARYLAND FINANCING STATEMENT

208829

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

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

1. LESSEE Stanley J. Gesek T/A Gesek's Body Paint & Frame Specialists
(Name or Names)
200 Arundel Corporation Road Glen Burnie, Maryland 21061
(Address)

LESSEE _____
(Name or Names)
_____ (Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
3767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Baltimore Federal Financial, F.S.A.
of LESSOR _____
P.O. Box 116 (Name or Names) Baltimore, MD 21203
(Address)

4. This financing Statement covers the following types (or items) of property:
1- Hunter D111-04M Optical 4 Wheel Aligner with Printer, 18-230-1 Key Pad, 30-171-1 Remote Console, (2) 25-18-1 Turning Radius Gauges, L25-10S Steering Wheel Holder, WA15S Brake Pedal Jack, and RJ Rack with Rear Slip Plates Kit and Two Swing Air Jacks less (2) 147-42-1 Rear Ramps - Serial #'s DA3389, DS4705, DS4706, DS4708m PD3398, R127703.
1- Hunter 741 Computer wheel Balancer.

RECORD FEE 12.00
SEARCH FEE .50
TOTAL 12.50
JUL 30 1987
CK

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

LESSEE Stanley J. Gesek T/A
Gesek's Body Paint & Frame Specialists
By: Stanley J. Gesek (Title)
Stanley J. Gesek Owner
(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.
3767 SATYR HILL ROAD
BALTIMORE, MD 21234

1750

268830

Ford Motor Credit Company 

FINANCING STATEMENT-UCC-1

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

1. Debtor(s) (Last Name First) and Address(es) Double S Farm Rt 1532 H.B. Pinner Ridge Lane Doris MO 20715	2. Secured Party(ies) and Address(es) Ford Motor Credit Co. P.O. Box 637 Melittsville, VA 23111	For Filing Officer (Date, Time, Number and Filing Office) 7/20/70 11:00 268830 601 12 31 70 OK
--	--	--

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

- ① 1003 New Holland Bale Wagon 1391 SN
- ① 487 New Holland Haybine 512574 SN

Check if covered; Proceeds of Collateral Products of Collateral covered Number of additional sheets presented: _____

Filed with: _____

This instrument prepared by: _____

By: Double S. Farm (Debtor) By: Ford Motor Credit Co. (Secured Party)
 By: David C. Stahle (Signature of Debtor) By: J. David Mulliner (Signature of Secured Party)
 DAVID C. STABLETT J. DAVID MULLINER

FMCC JUL 70 7098

Previous editions may be used

FILING OFFICER COPY - ALPHABETICAL

208902

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) Jet Blast 6800 Ft. Smallwood Road Baltimore, MD 21226	2. Secured Party(ies) and address(es) Westinghouse Credit Corp. 309 Fellowship Road Suite 309 Mt. Laurel, NJ 08054	3. For Filing Officer (Date, Time, Number, and Filing Office) 4. This financing statement covers the following types (or items) of property: One (1) used Ford Truck Mdl. LN7000, with one (1) NLB mdl. 10250 Liquid Blasting System, One (1) NLB Mdl. 10150 Liquid Blasting System. Including all present and future attachments, accessories, replacements, substitutions and proceeds thereof. 5. Assignee(s) of Secured Party and Address(es)
---	--	--

FILED 11.00
NOV 30 1987
CK

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: County Clerk

Jet Blast, Inc.

Westinghouse Credit Corporation

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

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

(1) Filing Officer Copy - Alphabetical

11.50 STANDARD FORM - FORM UCC-1.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 208832

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 Dar 1985 Ltd.
Address 40 Maryland Route 3 North Millersville, Md. 21108

2. SECURED PARTY

Name United Financial Corporation
Address 109 East Main Street Wilkesboro, NC 28697

Person And Address To Whom Statement Is To Be Returned 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 NOW EXISTING AND HEREAFTER ARISING OR CREATED ACCOUNTS RECEIVABLE OR OTHER RIGHTS TO PAYMENT FOR GOODS SOLD OR LEASED OR FOR SERVICES RENDERED; ALL SECURITY THEREFOR AND GUARANTIES THEREOF; ALL GOODS WHICH BY SALE HAVE RESULTED IN ANY SUCH ACCOUNTS RECEIVABLE OR OTHER RIGHTS TO PAYMENT; ALL OF THE RIGHTS OF AN UNPAID SELLER OF SUCH GOODS, INCLUDING RIGHTS OF REPLEVIN AND STOPPAGE IN TRANSIT; AND THE PROCEEDS OF ALL OF THE FOREGOING.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

ASSIGNEE(S):
IRVING COMMERCIAL CORPORATION for itself & its parent, subsidiaries & affiliated companies 1290 Avenue of the Americas New York, New York 10104

Signature of Debtor

Rony NaTanzon, President
Type or Print Above Name on Above Line

Signature of Debtor

Type or Print Above Signature on Above Line

UNITED FINANCIAL CORPORATION
Signature of Secured Party

Type or Print Above Signature on Above Line

Handwritten initials/signature

BOOK 515 PAGE 213

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 455 FOLIO 510 ON Nov. 3, 1982 (DATE) *RECORD FEE 10.00*
POSTAGE .50

1. DEBTOR

Name RITEL JOINT VENTURERS
Address 1204 Fidelity Building, Balto., MD 21201

2. SECURED PARTY

Name BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION
Address 19 East Fayette Street, Balto., MD 21202
RETURN TO: Edward J. Levin, Esquire, 1100 Charles Center South,
36 South Charles Street, Balto., MD 21201
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 June 22, 1987

BALTIMORE FEDERAL FINANCIAL, F.S.B.,
Formerly BALTIMORE FEDERAL SAVINGS
AND LOAN ASSOCIATION

(Signature of Secured Party)
By *M. House*
Type or Print Above Name on Above Line

10.50

BOOK 515 PAGE 214

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility
1 Debtor(s) (Last Name First) and Address(es) Franklin Sales & Service Co., Inc 309 N Barkwood Court Lithicum Heights, Md 21090	2 Secured Party(ies) Name(s) and Address(es) Hamilton Bank P O Box 3850 1097 Commercial Ave Lancaster, Pa 17604 was P O Box 734 West Chester, Pa 19381	4 For Filing Officer, Date, Time, No Filing Office RECORD FEE 10.00 POSTAGE .50 NOV 4 1985 Ann Arundel County	
5 This statement refers to original Financing Statement No. <u>Liber 491 page 165 259027</u> filed (date) <u>Nov 4, 1985</u> with <u>Ann Arundel County</u>			
6 <input type="checkbox"/> A Continuation The original Financing Statement bearing the above file number is still effective			
<input checked="" type="checkbox"/> B Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number			
<input type="checkbox"/> C Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following			
<input type="checkbox"/> D Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below			
<input type="checkbox"/> E Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)			
<input type="checkbox"/> F This statement is to be indexed in the Real Estate Records			

By _____ Signature(s) of Debtor(s) (only on amendment)

By Barbara Fisher CLO Signature(s) of Secured Party(ies)

(1) FILING OFFICE COPY - NUMERICAL 12-50

(3/83) STANDARD FORM - FORM UCC-3 - Approved by Secretary of Commonwealth of Pennsylvania

FINANCING STATEMENT

508803

- 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 \$ 28,000.00. 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 Dept. of Assessments & Taxation

5. Debtor(s) Name(s) Address(es)
 American Security Storage 11 Hudson Street, Annapolis, MD.
 of Annapolis, Inc.
 American Truck Service, Inc. 8520 Rainswood Drive, Landover, MD.

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

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

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

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

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

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

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

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

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

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

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

Debtors
 American Security Storage
 of Annapolis, Inc. (Seal)
 BY James A. Day (Seal)
 James A. Day, President

American Truck Service, Inc. (Seal)
 BY James A. Day (Seal)
 James A. Day, President

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

Form 609 (7/83)

12/50

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

FINANCING STATEMENT - MARYLAND

BOOK ^{COUNTY} 515 PAGE 216

No. 208821

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

DEBTOR: Computers To Go - Marley Station, Inc.

Type Address of Debtor: 8137-K Governor Ritchie Hwy.

Pasadena, MD 21122

Filing officer may deliver or mail this Financing Statement after Recording to:

Secured Party: CHRYSLER FIRST WHOLESALE CREDIT INC.

2000 Oxford Drive, Suite 200A
Bethel Park, PA 15102

Description of collateral covered by original financing statement.
This financing statement covers the following types (or items) of property:

All of the Debtor's inventory, ~~equipment~~, accounts, contract rights (including but not limited to any purchase and rental agreements), chattel paper, documents and general intangibles, of whatever kind or nature, wherever located, now owned or hereafter acquired, and all returns, repossessions, substitutions, replacements, parts, additions and accessions, thereto and thereof, and all proceeds (including but not limited to cash, instruments, chattel paper, general intangibles and accounts) and products thereof.

Check if covered: Proceeds of Collateral are also covered

RECORDED FEE: 11.00
SEARCH FEE: .50
TOTAL: 11.50
JUL 30 87
CK

The underlying secured transaction or transactions being publicized by this Financing Statement are not wholly or partially subject to the recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland, 1962 suppl., as amended.

DEBTOR

SECURED PARTY

Computers To Go - Marley Station, Inc.
(TYPE TRADE NAME OF DEBTOR)

CHRYSLER FIRST WHOLESALE CREDIT INC.

By: [Signature]

U. S. [Signature]

[Signature]
(TYPE NAME AND TITLE)

Michael Schneyer, Vice President
(TYPE NAME AND TITLE)

11.50

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>Commerce Printing Company, Inc. 7513 Connelley Drive, Suite E Hanover, MD 21076</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: Collateral Supervisor Commercial Loan</p> <hr/> <p>Return to Secured Party</p>
--	--

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other

- One (1) KR215 labeling base S/N 1286-1963
- One (1) KR211 labeling head S/N 1286-2219
- One (1) 720B Baumfolder 20 x 26 model 44 with combo rolls and pile feeder, S/N's ZK2-069,070,071

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: \$ 40,170.00

DEBTOR:
Commerce Printing Company, Inc.
Ronald Kimery, Sec./Trea.
Leroy Bell, Pres.

SECURED PARTY:
SIGNET BANK/MARYLAND

By: Steven M Wienecke

By: Ronald Kimery Sec/Trea
(Type Name)

Steven M. Wienecke
(Type Name)

By: Leroy Bell Pres

July 14 19 87
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

record fee 11.00
record tax 203.50
state .50
208835 001 711*11
JUL 30 87
CR

17 28350, 50

MARYLAND FINANCING STATEMENT

Anne Arundel County, Md.

- Not Subject to Recordation Tax
- Recordation Tax of \$ _____ on
Principal Amount of \$ 44,000.00 is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

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

1. DEBTOR: Braswell Precision, Inc.
(Name or Names)
7513 Connelley Drive, Suite D, Hanover, Maryland 21076
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: Signet Bank/Maryland
(Name or Names)
P.O. Box 1077, Baltimore, Maryland 21203
(Address)

3. ASSIGNEE (if any)
of SECURED PARTY: _____
(Name or Names)

(Address)

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

Matsuura MC-500V S/N 85044850 with XASNAC MX2 S/N S4649119 with Miscellaneous Tooling.

FILE 11.00
TAX 308.00
FEE .50
JUL 17 6345 AM 11:11
JUL 30 87
CK

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):
Braswell Precision, Inc.
By: James K. Braswell
(Title)
James K. Braswell President
(Type or print name of person signing)

SECURED PARTY:
Signet Bank/Maryland
By: Gary W. Thomas
Gary W. Thomas, Vice President
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: _____

11 308 50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK **208837**

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 Odenton Video

Address 1123 Annapolis Road Odenton, Md. 21113

2. SECURED PARTY

Name MIDLANTIC COMMERCIAL LEASING CORP.

Address 225 West 34 Street

New York, NY 10122

Person And Address To Whom Statement Is To Be Returned 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 Wyse pc+ One Computer System #11F1005405
- 1 Okidata 192+ Printer #701A10892375
- 1 Video Management Software Package #177071
- 1 Electronic Cash Drawer #2119B
- Misc. ~~B~~ Cable

Name and address of Assignee: _____

REGISTRY FEE 11.00
26420 135 RM 711 #11
JUL 30 87
CK

Together with all additions, accessions, and/or replacements of any or all parts thereof.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

William D. Grimes
(Signature of Debtor)

William D. Grimes
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

J Banks
(Signature of Secured Party)

T. BANKS
Type or Print Above Signature on Above Line

11.00

STATE OF MARYLAND

BOOK 515 PAGE 220

here included
CMOS
11.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

268833

This financing statement Dated 7/2/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chesapeake Charter, Inc.
Address 424 Broadneck Road, Annapolis, MD 21401

2. SECURED PARTY

Name First Maryland Leasecorp
Address P.O. Box 1596
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)

See Schedule A attached

Name and address of Assignee

RECORD FEE 11.00
STAMP .50
MAY 15 11:20
JUL 30 87
CK

CHECK THE LINES WHICH APPLY

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

Chesapeake Charter, Inc.

[Signature]
(Signature of Debtor)

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

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

[Signature]
(Signature of Secured Party)

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

1150

SCHEDULE A

BOOK 515 PAGE 221

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.

Five (5) new 1987 International Model 1853 school buses

s/n 1HVLPHYN3HHA26819

1HVLPHYN6HHA28029

1HVLPHYN6HHA26815

1HVLPHYN9HHA26601

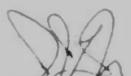
1HVLPHYN5HHA26627

with 9.0L diesel engines 180HP and Model 87-3000S Thomas school bus bodies and five (5) new Model D35TLA5G00K Motorola two-way radios.

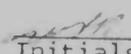
One (1) new 1987 Ford F350 pickup truck

s/n 2FPHF361XHCA88580

with four wheel drive, automatic transmission, air conditioning and diesel engine.



Initials



Initials

203839

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)

MBA Container Corporation
135 Roesler Road
Glen Burnie, Maryland 21061

P.C. Leasing Corporation
630 Third Avenue
New York, New York 10017

SEARCH FEE 11.00
INDEX FEE 2.50
SERIAL FEE .50
TOTAL 14.00
203839
11-30-87
CK

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

One (1) Kwik-Set 80" x 115" Die Cutter, S/N _____;
One (1) 47" x 86" Discharge System/Layout Drawing #87-05-010
System A including: One (1) 48" Non-Powered Heavy Duty Roller
Conveyor x 45'; One (1) 48" x 12' Operator Controlled Infeed
Pusher with Footswitch Control; One (1) Control Panel with One
Drive; all equipment listed above complete with any and all
attachments, accessions, additions, replacements, improvements,
modifications and substitutions thereto and therefor and all
proceeds including insurance proceeds thereof and therefrom.

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

RECORDATION TAX PAID TO ANNE ARUNDEL COUNTY
TOTAL AMOUNT INCURRED \$33,275.00

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

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:

MBA Container Corporation

P.C. Leasing Corporation

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

[Signature]
Title

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

Title

STANDARD FORM - FORM UCC-1.11 234 30

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)

Screen Crafters, Inc.
135 Roesler Road
Glen Burnie, Maryland 21061

2 Secured Party(ies) and address(es)

P.C. Leasing Corporation
630 Third Avenue
New York, New York 10017

3 Maturity date (if any)

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

RECORDING FEE 11.00
RECORDING TAX 45.00
POSTAGE 50

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

One (1) Dubuit Automatic Screen Printing Machine, Model D-305,
S/N _____, complete with any and all attachments, accessions,
additions, replacements, improvements, modifications and
substitutions thereto and therefor and all proceeds including
insurance proceeds thereof and therefrom.

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

CK

RECORDATION TAX PAID TO ANNE ARUNDEL COUNTY
TOTAL AMOUNT INCURRED \$64,810.00

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

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with

Anne Arundel County

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

Screen Crafters, Inc.

P.C. Leasing Corporation

By:

Signature(s) of Debtor(s)

Title

By:

Signature(s) of Secured Party(ies)

Title

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) Masters, Scott Alvin Masters, Laura Lee Caldwell, Kenneth Wayne Caldwell, Susan Elizabeth Summer Hill M.H.P., Lot 49, Crownsville, Md. 21032	2. Secured Party(ies) and address(es) Kona M.H. Brokers & Associates, Inc. 1490 Gesna Drive Hanover, Md. 21076	3. Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office) 11.20.87 11.20.87 11.20.87 11.20.87
4. This financing statement covers the following types (or items) of property 1977 Governor, Mobile Home, 14x70 Together with all appliances, equipment, accessories, parts & accessions thereon & thereto all substitutions, replacements or additions therefore, & all proceeds thereof, all as more fully described in the Manufactured Home Retail Installment Sale Agreement between debtor & secured party.		5. Assignee(s) of Secured Party and Address(es) All Valley Acceptance Co. P.O. Box 668 Uniontown, Pa. 15401 CK

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 by proceeds of collateral are also covered. Products of collateral are also covered. No. of additional sheets presented:

Scott Alvin Masters	Kenneth Wayne Caldwell	All Valley Acceptance Co.
<i>Scott Alvin Masters</i>	<i>Kenneth W Caldwell</i>	
Laura Lee Masters	Susan Elizabeth Caldwell	
<i>Laura Lee Masters</i>	<i>Susan Elizabeth Caldwell</i>	<i>T. P. ...</i>
Signature(s) of Debtor(s)	Title	Signature(s) of Secured Party(ies) Title

Not to be recorded in
Land Records

Subject to Recordation Tax:
Principal Amount is \$1,408,000.00

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

DATE: July 29th, 1987

FINANCING STATEMENT

- | | |
|--|---|
| 1. Debtor: | Address: |
| HARBOR HOMES, INC. | 5022 Campbell Boulevard
Suite D
Baltimore, Maryland 21236 |
| 2. Secured Party: | Address: |
| FAIRVIEW FEDERAL SAVINGS
& LOAN ASSOCIATION | 9151 Baltimore National Pike
Ellicott City, Maryland 21043 |
| 3. This Financing Statement covers: | |

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

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

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

13
E

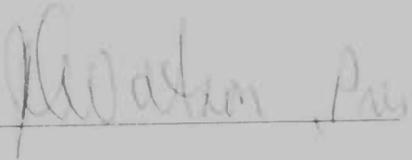
(d) all contract rights of and from the herein described property or any part thereof.

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

DEBTOR:

HARBOR HOMES, INC.

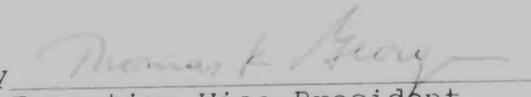
By



SECURED PARTY:

FAIRVIEW FEDERAL SAVINGS
& LOAN ASSOCIATION

By


Executive Vice-President

WFS1614.110 J1

515 227

SCHEDULE "A"

BEING all that parcel of land containing 109,771.2 square feet of land as shown on a Plat of "Watson Place Condominium, Phase II, Olde Mill Shopping Center," which plat is recorded among the Land Records of Anne Arundel County in Plat Book E. 29, folios 22 and 23.

08690-17916

208913

FINANCING STATEMENT-UCC-1

Ford Motor Credit Company 

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

1. Debtor(s) (Last Name First) and Address(es) DOUBLE S FARM RT. 1532 Rt B POINER HILLS BOWIE, MD 20716	2. Secured Party(ies) and Address(es) FORD MOTOR CREDIT CO P.O. Box 607 MECHANICSVILLE, VA 23111	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 collateral:

NEW HOLLAND 326 BALER Serial # 743568 -

RECORDED
INDEXED
JUL 10 1970
FILING OFFICE
CH

Check if covered: Proceeds of Collateral Products of Collateral covered Number of additional sheets presented:

Filed with:

This instrument prepared by:

DOUBLE S FARM (Debtor) FORD MOTOR CREDIT CO. (Secured Party)

By David C. Stoltz
DAVID C. STOLTZ (Signature(s) of Debtor)

By J. David Muller
J. DAVID MULLER (Signature(s) of Secured Party(ies))

FMCC JUL 70 7098

Previous editions may be used.

FILING OFFICER COPY - ALPHABETICAL

2088 14

COPY FOR FILING

FINANCING STATEMENT

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 90,000.00
- To Be Recorded
- 1) Anne Arundel Co.
- 2) State Dept. of Assessments & Taxation

NAME "Recordation tax in the amount of \$630.00 to be paid to Anne Arundel Co." ADDRESS
 1. Debtors(s) (or assignor(s)) No. Street City State
 Coulson Family Enterprises, Inc. 7160 Ritchie Highway Glen Burnie Maryland 21061

2. Secured Party (or assignee)
 CentraBank, an NCNB Company, 201 N. Charles Street, Baltimore, Maryland 21201

3. This Financing Statement covers the following types (or items) of property:
 All machinery, equipment, furniture and fixtures, now owned or hereafter acquired, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection therewith.
 All inventory, raw materials, work in process and supplies owned or hereafter acquired.
 All accounts receivable now existent or hereafter acquired.
 All contract rights now in force or hereafter acquired.
 All automotive equipment, 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 interest of the Debtor, now existing or hereafter arising, in goods or merchandise as to which an account receivable for goods sold or delivered has arisen.
 All Rental Pool vehicles now owned or hereafter acquired.

RECORDATION FEE 11.00
 RECORDATION TAX 130.00
 STATE FEE .50
 7 0345 RPT 113403
 JUL 30 87

CHECK THE LINES WHICH APPLY

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

Title Owner of Real Estate: _____

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

Secured Party: _____ Debtor(s) or Assignor(s)
 CentraBank, an NCNB Company _____ Coulson Family Enterprises, Inc.
 By: Michael P. Glump By: John M. Coulson
 Type Name _____ Michael P. Glump _____ John M. Coulson, Treasurer
 Title _____ Senior Vice President _____ Richard S. Coulson, President

 Type or Print Name and Title of Each Signature

11-630-50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 515 PAGE 230
Identifying File No. 200815

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

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

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

This financing statement Dated July 1, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Walter W. Hagan, Sr. and Donna Hagan

Address 1776 Chesapeake Place, Pasadena, Md. 21122

2. SECURED PARTY

Name Chelsea Groton Savings Bank

Address 1 Franklin Square, Norwich, CT 06360

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

3. Maturity date of obligation (if any) July 1, 2002

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

1986 Wellcraft 34' Grand Sport,
Hull No. WELC2126D686 with 1986
Mercruiser engines, serial nos.
P: OA675454 S: OA675372

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)

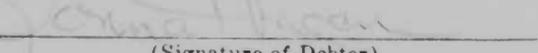
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)


(Signature of Debtor)

Walter W. Hagan, Sr.
Type or Print Above Name on Above Line


(Signature of Debtor)

Donna Hagan
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

12

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): Doug Nettles & Associates, Inc./Outfitters of Annapolis, Ltd.
Address: 1st Street and Spa Creek
Annapolis, Maryland 21403 \$44,109.23

2. Name of Secured Party: Annapolis Banking & Trust Company
Address: P.O. Box 311
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:

List attached

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:

RECORDING FEE 13.00
STAMP TAX 31.50
FISHER 50
EX-107 045 801 7141 81
JUL 30 87
OK

Debtor(s):
Doug Nettles & Associates, Inc./
Outfitters of Annapolis, Ltd.

Secured Party:
Annapolis Banking & Trust Company
(Type Name of Dealership)

By: *[Signature]*

By: *[Signature]*
(Authorized Signature)

William A. Busik, 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.)

13
31150
2

IN 38-1589718



A PRODUCT GROUP OF OUTBOARD MARINE CORPORATION

200 Sea-Horse Drive
Waukegan, Illinois 60085

ORIGINAL
INVOICE

PLEASE REMIT TO:

23rd BOOK 515 PAGE 232

SHIP TO

SOLD TO

DOUG NETTLES & ASSOC INC. DBA/
OUTFITTERS OF ANNAPOLIS LTD
326 FIRST ST
ANNAPOLIS MD 21403

OUTFITTERS OF ANNAPOLIS LTD
326 FIRST ST
ANNAPOLIS MARY 21403

QTY ORDERED	MODEL	QTY SHIPPED	DESCRIPTION (OR SERIAL NUMBER)	UNIT PRICE	EXTENDED AMOUNT
15	JCOCU	15	UNIT PR. 4% VOL 1% PRT. 1% CASH 335.00 13.40- 3.22- 3.18- TOT DISC 19.80- NET UNIT PRICE --> 315.20	315.20	4728.00
S/N	7362441 7362449 7362326	7362450 7362439	7362440 7362445 7362438 7362347	7362442 7362447 7362353 7362354	
8	J6RCU	8	UNIT PR. 4% VOL 1% PRT. 1% CASH 750.00 30.00- 7.20- 7.13- TOT DISC 44.33- NET UNIT PRICE --> 705.67	705.67	5645.36
S/N	7389425 7389414	7389420 7389424	7389423 7389521	7389412 7389419	
8	J8RCU	8	UNIT PR. 4% VOL 1% PRT. 1% CASH 885.00 35.40- 8.50- 8.41- TOT DISC 52.31- NET UNIT PRICE --> 832.69	832.69	6661.52
S/N	7395153 7395160	7395162 7395136	7395138 7395053	7395054 7395158	
8	J10RCU	8	UNIT PR. 4% VOL 1% PRT. 1% CASH 1145.00 45.80- 10.99- 10.88- TOT DISC 67.67- NET UNIT PRICE --> 1077.33	1077.33	8618.64
S/N	6221273 6221270	6221266 6221301	6221302 6221296	6221297 6221259	
8	J15RCU	8	UNIT PR. 4% VOL 1% PRT. 1% CASH 1265.00 50.60- 12.04- 12.02- TOT DISC NET UNIT PRICE --> 1190.24	1190.24	

THE PAST DUE AMOUNTS OF ALL ACCOUNTS NOT PAID IN ACCORDANCE WITH THE ABOVE STATED TERMS WILL BE SURCHARGED A SERVICE FEE NOT TO EXCEED 1 1/2% PER MONTH.
We hereby certify that the goods or services covered by this invoice were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and all regulations of the U.S. Department of Labor issued under section 14 thereof.

REGISTER THESE UNITS PROMPTLY AT TIME OF SALE.

No goods shall be returned to JOHNSON OUTBOARDS without definite written instructions from JOHNSON OUTBOARDS in each case. Goods returned in any other manner shall be at the risk of Dealer and subject to disposal by JOHNSON OUTBOARDS. All goods returned must be sent transportation prepaid.



A PRODUCT GROUP OF OUTBOARD MARINE CORPORATION

ORIGINAL

200 Sea-Horse Drive
Waukegan, Illinois 60085

INVOICE

PLEASE REMIT TO:

BOOK 515 PAGE 233

SOLD TO

DOUG NETTLES & ASSOC INC. DBA/
OUTFITTERS OF ANNAPOLIS LTD
326 FIRST ST
ANNAPOLIS MD
21403

SHIP TO

OUTFITTERS OF ANNAPOLIS LTD
326 FIRST ST
ANNAPOLIS MARY
21403

CUSTOMER ORDER NO.	DATE ENTERED	JOHNSON ORDER NO.	DEALER NUMBER	TERRITORY	INVOICE NUMBER
	06/17/87	M49990	19 1180	15	5423710
ROUTE PRESTON TRUCKING COM PANY		TERMS CASH IN ADVANCE		INVOICE DATE 06/23/87	DISTRICT MANAGER JOHN HARRIS
QTY. ORDERED	MODEL	QTY SHIPPED	DESCRIPTION (OR SERIAL NUMBER)	UNIT PRICE	EXTENDED
		74.76-		1190.24	9921.92
S/N 6230276 6230281		6230289	6230260 6230249 6230239 6230251 6230263		
3	J25BCU	3	UNIT PR. 4% VOL 1% PRT. 1% CASH 1535.00 61.40- 14.74- 14.59-	1444.27	
			TOT DISC 90.73-		
			NET UNIT PRICE -->	1444.27	4332.81
S/N 6242135		6242139 6242136			
3	J30BCU	3	UNIT PR. 4% VOL 1% PRT. 1% CASH 1630.00 65.20- 15.65- 15.49-	1533.66	
			TOT DISC 96.34-		
			NET UNIT PRICE -->	1533.66	4600.98
S/N 6248666		6248667 6248699			
			DEALER WIRING FUNDS		
			EARLY SHIPPING DISCOUNTS ARE COMPUTED ON FOB WAUKEGAN PRICES VOLUME DISCOUNT OF 4% 1875.20- FREIGHT ALLOWANCE OF 1% 450.11- 1% CASH IN ADVANCE DISCOUNT 405.46-		
			TOTAL		44109.23
***** 1	J30BCU		BALANCE OF ORDER RELEASED FOR SHIPMENT ON INV. 5424293	*****	

THE PAST DUE AMOUNTS OF ALL ACCOUNTS NOT PAID IN ACCORDANCE WITH THE ABOVE STATED TERMS WILL BE SURCHARGED A SERVICE FEE NOT TO EXCEED 1 1/2% PER MONTH.

REGISTER THESE UNITS PROMPTLY AT TIME OF SALE.

PAGE 2

We hereby certify that the goods or services covered by this invoice were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and all regulations of the U.S. Department of Labor issued under section 14 thereof.

No goods shall be returned to JOHNSON OUTBOARDS without definite written instructions from JOHNSON OUTBOARDS in each case. Goods returned in any other manner shall be at the risk of Dealer and subject to disposal by JOHNSON OUTBOARDS. All goods returned must be sent transportation prepaid.

11:50

208817

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. 07

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)

RECORDING FEE 11.00
STAMPAGE .50
SEARCHING COSTS 112.21
118 30 87
OK

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)

TIDEWATER RENTAL CENTER, INC.

Michael Zirkovitch Jr.

(Signature of Debtor)

Michael Zirkovitch Jr.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III

(Signature of Secured Party)

Frank J. Sarro, III, Exec. Vice President

Type or Print Above Name on Above Line

Filed with Anne Arundel County.

Tidewater Rental Center, Inc.

Schedule 07

EQUIPMENT LIST

QUANTITY	DESCRIPTION
1 (one)	T60041001 TA10100 Tile Saw 1/115/60 S/N 6141
6 (six)	White Western Party Lamps
3 (three)	B1409FOD Fruit & Dessert Dish
2 (two)	46060 Classic Soup Chafer
1 (one)	8273 80 Qt. Steamer pot aluminum
6 (six)	200-2 42" Folding White Metal
1 (one)	M2E Electric Pizza oven 120V
6 (six)	6K403-1 1/4 1725 Split 48 open
6 (six)	2C370-0 24" 3 wing bl
6 (six)	3C192-6 24" Safety fan guard
6 (six)	4C043-9 Column bolt set
6 (six)	2W332-7 10' 16/3 SJ Cord w/sw
6 (six)	4C542-C 6' Adjustable column
6 (six)	3C298-1 36" Fan Base
6 (six)	7F503-2 24" Circulator kit
2 (two)	7644 7" Dinner Plate
1 (one)	20 X 40 1 pc fiesta top yl/wh
1 (one)	set walls for 20 X 40 fiesta
1 (one)	20 X 40 adj fiesta frame
10 (ten)	30 X 1 steel stakes CF A45800 T4202
10 (ten)	75A-081PH white tape, 7,5,ft. sunscape pagoda no cran vinyl solid white
4 (four)	B1409DP 10" Dinner Plate
1 (one)	Chipping hammer 3" X 15" X 68" MCH30R 100786
2 (two)	Model GP-25 2500 watts 120v 1 ph 60hz gillette alternator set driven by B&S 5hp heavy duty I/C 1
1 (one)	L10 Bluebird kaydee 1500 lift
2 (two)	Tsurumi Gas Engine Pump
12 (twelve)	S410 Croydon Utility fork
12 (twelve)	G232 Arcade bowl 5 1/2 oz
3 (three)	S410 Croydon utility fork
3 (three)	T07 20 X 20 all purpose can yl/wh
1 (one)	MC-5-WD 828645
1 (one)	80-010 Mod 5 Electric Polisher 115V

TIDEWATER RENTAL CENTER, INC.

BY: [Signature]

TITLE: [Signature]

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]

TITLE: Ex VP

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 13,795.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk, Circuit Court for Anne Arundel County

5. Debtor(s) Name(s) Address(es)
 John E. Harms, Jr. & Associates, Inc. 85 Ritchie Highway
 Pasadena, Maryland 21122

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

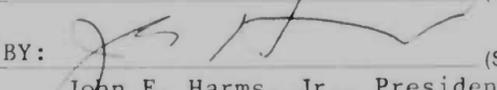
7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

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

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

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

Debtors
 John E. Harms, Jr. & Associates, Inc. (Seal) _____ (Seal)

BY:  (Seal) _____ (Seal)
 John E. Harms, Jr., President

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

11/10
 980030

11.00
 98.00
 50
 11/31/87
 CK

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

SCHEDULE A

This Schedule A is attached to and made a part of a Financing Statement to Equitable Bank, National Association from John E. Harms, Jr. & Associates, Inc..

Section 1 F Continued:

One Calcomp 1044 Plotter

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

FINANCING STATEMENT

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

5. Debtor(s) Name(s) Address(es)
 K.S. & E. Properties 7435 Baltimore-Annapolis Boulevard
 Glen Burnie, Maryland 21061

6. Secured Party Address
 Equitable Bank, National Association
 Attention Barbara Wykowski 100 S. Charles Street
 Banking Officer Baltimore, Maryland 21201

11.00
 .50
 1094.00
 12.31.87
 CK

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

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

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

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

Debtors

K.S. & E. Properties (Seal)
 BY: Robert A. Stearns (Seal)
 Robert A. Stearns, General Partner

(Seal)
 BY: Erwin L. Everett (Seal)
 Erwin L. Everett, General Partner

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

Form 688 (7-67)

11/10

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

SCHEDULE A

BOOK 515 PAGE 239

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association, a National Banking Association and K.S. & E. Properties.

SECTION G CONTINUED

All right, title and interest in any and all leases and any security deposits thereunder whether now or hereafter executed by the Debtor as lessor of all or any portion of the real property known as 7435 Baltimore-Annapolis Boulevard, Anne Arundel County, Maryland.

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

208850

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) ROBERT F. BEALL 3866 BIRDSVILLE ROAD DAVIDSONVILLE, MARYLAND 21035	2. Secured Party(ies) and address(es) BALDWIN SERVICE CENTER INC. 41 DEFENSE HIGHWAY ANNAPOLIS, MARYLAND 21401	3. Maturity Date (if any): For Filing Officer (Date, Time, Number, and Filing Office) APR 22 11:00 APR 22 11:50 APR 22 13:45 APR 22 14:00 APR 22 14:30 APR 22 14:50 APR 22 15:00
--	---	--

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

1 - NEW KUBOTA TRACTOR	MN# L2550	SN# 54040
1 - NEW KUBOTA LOADER	BF400G	13647

5. Assignee(s) of Secured Party and Address(es)
KUBOTA CREDIT CORP
PO BOX 105598
ATLANTA, GEORGIA
30348-5598

KUBOTA CONTRACT # *!@ 812140

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:

BALDWIN SERVICE CENTER INC.

ROBERT F. BEALL

By: [Signature] CORP. SECY.
Signature(s) of Debtor(s) SECURED PARTY

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

(1) Filing Officer Copy - Alphabetical

1150 STANDARD FORM - FORM UCC-1.

208851

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)
FINANCING STATEMENT

Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

ADDRESS: 2418 ANNAPOLIS RD
LANNAN, MD. 20706
CITY & STATE:

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
ROBERT TAYLOR		07-12-87	
CHARLEEN TAYLOR		ACCOUNT NO	TAB
2056 LAKEGROVE CI CROFTON, MD. 21114		218902552	8852
ANNE ABUNDEL			

Filed with:

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto:

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved

(c) Other (describe)

RADIO, GOLF CLUBS, TV, TRIPLET, FURNITURE, JEWELRY, COLLECTIBLES, LUMBER EXCEL CUT, CAM, BINOC

*12.00
24.50
.50
207.3 (345.00) TAX: 01
PA 31 87
CK*

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ 3007.08

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY *Matthew J. ...*
TITLE

Robert Taylor
ROBERT TAYLOR

DEBTOR

Charleen Taylor
CHARLEEN TAYLOR

DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

*12
24.50
.50*

FINANCING STATEMENT AND SECURITY AGREEMENT

File No. []

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es): (last name first)</p> <p>Mill Creek Builders, Inc. 8272 Maryland Route 3, North Millersville MD 21108</p>	<p>2. SECURED PARTY</p> <p>The Zamoiski Co. 1101 DeSoto Road Baltimore, Maryland 21223</p>
--	--

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; foot waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

- 4. Proceeds of collateral are covered hereunder.
- 5. This transaction is exempt from the recordation tax. (Md.)
- 6. Return to: Secured Party (Md.)

RECORDED 11.00
INDEXED .50
NOV 11 1983
11 11 83
CK

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:

Mill Creek Builders, Inc.
(Type Name)

THE ZAMOISKI CO.

By: [Signature] (SEAL) By: [Signature]

By: Charles Duvall, President (SEAL) _____ 19 _____
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa. - Inventory

11-50

FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE
Terms and Conditions of Security Agreement

BOOK 515 PAGE 243

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement, provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party, and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an Independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations, Debtor may terminate this Agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein, (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business; death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been cured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations less 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.

0115140-00100

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 BOOK

515 PAGE 244

269853

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 COMPUTER PERIPHERAL SUPPORT, INC.

Address 809-K BARKWOOD COURT, LINTHICUM, MARYLAND 21090

2. SECURED PARTY

Name CONTEL CREDIT CORPORATION

Address 245 PERIMETER CENTER PARKWAY, ATLANTA, GEORGIA 30346

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

3. Maturity date of obligation (if any)

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

"NOT SUBJECT TO TAX"

EQUITY III KEY SERVICE UNIT AND COMPONENT PARTS

(LESSEE WILL OWN EQUIPMENT AT END OF TERM)

Name and address of Assignee

13.00
JUN 11 1971
CK

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

COMPUTER PERIPHERAL SUPPORT, INC.

(Signature of Debtor)

Francis Luce
Type or Print Above Name on Above Line

FRANCIS LUCE-PRESIDENT

(Signature of Debtor)

Type or Print Above Signature on Above Line

JS McFarland
(Signature of Secured Party)

(Signature of Secured Party)

CONTEL CREDIT CORPORATION

JS McFARLAND

Type or Print Above Signature on Above Line

0115140-00100

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 BOOK **515** PAGE **245** Identifying File No. **208551**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Earl B. Walker and Force & Christhilf Construction Co., Inc.
 Address 1103 Dorsey Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name Commercial & Farmers Bank
 Address Route 40 and Rogers Ave., Ellicott City, MD 21043

Person And Address To Whom Statement Is To Be Returned 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) 1980 IHC Dump Truck, Ser. AA195KHA15324, Title No. 9091588 (MD)
- (2) 1985 Chevrolet Crew Cab Dump Truck, Ser. 1GBHC33M9FS157716 MD Title No. 13711445
- (3) 1985 Case Back Hoe, Series 580-SE, Ser. 9873495
- (4) Ingersoll-Rand Air Compressor (100 CFM) Ser. 14435U84138
- (5) Ingersoll-Rand Air Compressor (100 CFM) Ser. 139796U24138

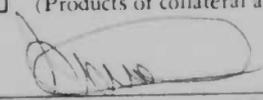
XXXX

12.00
 135 001 70911 /
 48 51 87
 OK

CHECK THE LINES WHICH APPLY

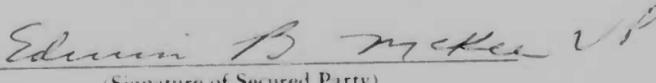
- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)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

12-


(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

Force & Christhilf Construction Co., Inc.
 By 
 Earl B. Walker, President


(Signature of Secured Party)
 Edwin B. McKee Vice President
 Type or Print Above Signature on Above Line

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 BOOK 515 PAGE 245

Identifying File No. 203851

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Earl B. Walker and Force & Christhilf Construction Co., Inc.
Address 1103 Dorsey Road, Glen Burnie, MD 21061

2. SECURED PARTY
Name Commercial & Farmers Bank
Address Route 40 and Rogers Ave., Ellicott City, MD 21043
Person And Address To Whom Statement Is To Be Returned If Different From Above _____

3. Maturity date of obligation (if any) _____

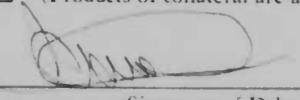
4. This financing statement covers the following types (or items) of property (list)
- (1) 1980 IHC Dump Truck, Ser. AA195KHA15324, Title No. 9091588(MD)
 - (2) 1985 Chevrolet Crew Cab Dump Truck, Ser. 1GBHC33M9FS157716 MD Title No. 13711445
 - (3) 1985 Case Back Hoe, Series 580-SE, Ser. 9873495
 - (4) Ingersoll-Rand Air Compressor (100 CFM) Ser. 14435U84138
 - (5) Ingersoll-Rand Air Compressor (100 CFM) Ser. 139796U24138
- XXXX

12:00
136 001 109717
AL 51 87
OK

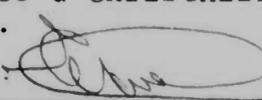
CHECK THE LINES WHICH APPLY

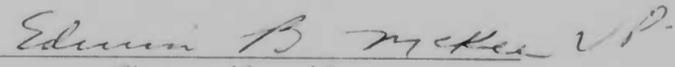
5. (If collateral is crops) The above described crops are growing or are to be grown on (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
-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

121


(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

Force & Christhilf Construction Co., Inc.
By 
Earl B. Walker, President


(Signature of Secured Party)
Edwin B. McKee Vice President
Type or Print Above Signature on Above Line



ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
ANNAPOLIS, MARYLAND 21404

FINANCING STATEMENT

BOOK 515 246

DATE: July 9, 1987

(X) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

208855

NAME OF DEBTOR(s): Chem Trans Inc.

ADDRESS: 50 W. Earleigh Heights Rd.
Severna Park, Md. 21146

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. Box 751, 140 Main Street
Annapolis, MD 21404

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

IBM AT Model 339
IBM Enhanced monitor
Tec Mar Enhanced Graphic Adaptor
IBM Pro Printer X124
Printer Cable
DOS
D Base 3
Lotus
Word Perfect
Disketts
Search protector

11.00
1.50
12 036 MI 109:17
JUL 31 87
CK

DEBTOR(S):

X *Gary W. Briggs*
Gary W. Briggs, (Resident)

X *Kenna A. Briggs*
Kenna Briggs, Secy TRS.

Chem Trans Inc.

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION

By: *Reba S. Berman*
(Authorized Signature)

Reba S. Berman, Asst. V.P.
(Type Name and Title)

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

11-50

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

BOOK 515 PAGE 247

DATE: July 10, 1987

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR (S): Don's Video Movies II, Inc.
2329-A Forest Drive
Annapolis, Maryland 21401

ADDRESS:

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

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

<u>Qty</u>	<u>Description</u>
1	Altos 626 Computer, Serial Number 1216712
1	Master Video Software
3	Wyse 50 Monitors, Serial Numbers 1042352, 1042130, 1037755
3	Bar Code Readers
1	Oki Data 192 Printer, Serial Number 064691
2	Oki Data 182 Printer, Serial Number 0327836, 0352401
3	Cash Drawers

SEARCH FEE 11.00
INDEX FEE .50
SERIALS CT77 80 109-43
JUL 31 87
CK

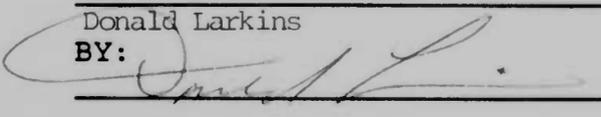
DEBTOR(S):

Don's Video Movies II, Inc.

(Company Name)

BY:

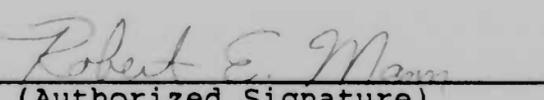
Donald Larkins

BY: 

BY: _____

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: 

(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

1/50

268537

FINANCING STATEMENT FORM UCC-1 306

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITER OR PRINTED 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 - LESSOR

Name La Bonne Vie, Inc.

Address 195 Main Street, Annapolis, MD 21401

2. SECURED PARTY - LESSOR

Name Nelco Corporation

Address P. O. Box 537, Laurel, MD 20707

Person And Address To Whom Statement Is To Be Returned 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 Model RC14SE Amana Microwave Oven
Serial Number 8610004844

11:00
11:30
JUL 31 1987
CK

11/50

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

La Bonne Vie, Inc.

(Corporate or Trade Name)

[Signature] JP
(Signature of Debtor)

Michel Fretin, V.P.

Type or Print Signature

(Signature of Debtor)

Type or Print Signature

Nelco Corporation

[Signature]
(Signature of Secured Party)

Howard E. Nelson, Pres.

Type or Print Above Signature on Above Line

008953

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

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

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
<u>Dr. Charles J. Thorne, Individually</u>	<u>THE FIRST NATIONAL BANK OF MARYLAND</u>
<u>and T/A Thorne Clinic of Chiropractic</u>	Attn: <u>Susan E. Haley</u>
<small>(Name)</small>	<small>(Name of Loan Officer)</small>
<u>432 Benefield Road</u>	<u>18 West Street</u>
<small>(Address)</small>	<small>(Address)</small>
<u>Severna Park, Maryland 21146</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)

ALL ASSETS

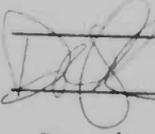
(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); 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.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
<u></u>	_____
<small>(Signature)</small>	<small>(Seal)</small>
<u>Dr. Charles J. Thorne</u>	_____
<small>(Print or Type Name)</small>	<small>(Signature)</small>
	<small>(Seal)</small>
	<small>(Print or Type Name)</small>

10.50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 515 PAGE 250
Identifying File No. 268859

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Walt Eger's Service Center, Inc.
Address 7148 Ridge Road, Hanover, MD 21076

2. SECURED PARTY LESSOR:

Name Century Equipment Leasing Corp.
Address P.O. Box 157
Willow Grove, PA 19090
Person And Address To Whom Statement Is To Be Returned 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) VBM Above Ground Lift 2100
Challenger III
S/N 211611

Name and address of Assignee
Bell Savings Bank
9 South 69th St.
Upper Darby, PA 19082

"Total Receivable \$4,212.00."

RECORDING FEE 11.00
- 3.50
11.00
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)

Walter Eger
Walter Eger, President
WALT EGER'S SERVICE CENTER, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Sandy Haggerty Asst. Secy.
(Signature of Secured Party)
CENTURY EQUIPMENT LEASING CORP.
Type or Print Above Signature on Above Line

11-
31.50

208800

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
 (TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)
FINANCING STATEMENT Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**

ADDRESS: 9418 ANNAPOLIS RD
 CITY & STATE: BANHAM, MD. 20706

FILING OFFICER NOTICE:
 PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
JOHN JOHNSON		05-13-87	
7007 BAKER ST		ACCOUNT NO.	TAB
FT MEADE, MD. 20755		268007563	8713

Filed with: Ann E. Haddad

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
 (a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto:

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved

(c) Other (describe)

BIKE, BINOCULARS, CAMELUSES, LAWN MOWER, STEREO, EGG CASTER, PLY WHEEL, RECUR, SICKLE, TENT, T.V.

SEARCH FEE 11.00
 TAX 10.50
 21.50
 110311
 28.50
 UK

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
 FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 1223.33

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
 (SECURED PARTY)

John F. Johnson
 JOHN JOHNSON DEBTOR

BY Sally Eade
 SALLY EADE TITLE DEBTOR

ORIGINAL - FILING OFFICER COPY
 19-1209 (REV. 11-80)

11-10.50-50

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 265313 recorded in Liber 506 Folio 351 on December 30, 1986 (date)

1 DEBTOR(S)

Name(s) Florida Marina and Boat Sales, Inc.
Address(es) 2904 Mountain Road
Pasadena, Anne Arundel Co., Md. 21122

2 SECURED PARTY

Name James H. Eurice, Pasadena Boat Sales, Inc. & Greenhaven Marina and Boat Sales, Inc.
Address c/o C.M. Thomas
10 Church Lane
Baltimore, Maryland 21208

Person and Address to whom Statement is to be returned if different from above

Check mark below indicates the type and kind of Statement made hereby (Check only one Box.)

- 3 [] CONTINUATION The original Financing Statement referred to above is still effective.
4 [] TERMINATION The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5 [] ASSIGNMENT The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6 [X] 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 The Secured Party hereby subordinates the lien created by this financing statement to the lien created by the financing statement of Equitable Bank, National Association filed or intended to be filed immediately prior hereto and having identifying number 266415, Liber 509, and Folio 244.

9 DEBTOR

Florida Marina & Boat Sales, Inc.
C.N. Anderson, Jr., President
C.N. Anderson, Individually

SECURED PARTY:

James H. Eurice, Pasadena Boat Sales, Inc. & Greenhaven Marina and Boat Sales, Inc.
By James H. Eurice, Inc. and as Pres. of Pasadena Boat Sales, Inc. & Greenhaven Marina and Boat Sales, Inc.

RETURN TO:

Equitable Bank, N.A.
100 S. Charles Street
Baltimore, Md. 21201
ATTN: A.J. Shaughness
060701

10.00
.50
11.50
11.11.87
ck

10/30

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/59

AACT

BOOK 515 PAGE 253

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. 258818 recorded in
Liber 490, Folio 448 on 10-9-85 (Date).

1. DEBTOR(S):

Name(s)

MARCUS WILKINSON

Address(es)

7944 TRAFALGAR COURT SEVERNA PARK MD 21154

2. SECURED PARTY:

Name

BARCLAYS AMERICAN FINANCIAL

Address

466 MAPLE AVE E OAKENA CA 92180

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 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.

RECORD FEE 10.00
POSTAGE .50
BOOKING FEE 2.00
TOTAL 12.50
07/31/87
CK

9. SIGNATURES.

SECURED PARTY

By Barclays American Financial
Deborah Brenner
Assistant Manager
(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.

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
 AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
 FORM NO. 301-7 Ed. 1/69

AA 277
 515 PAGE 254

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. 264531 recorded in
 Liber 504, Folio 503 on _____ (Date).

1. DEBTOR(S):
 Name(s) CHARLES R. ANN M GORDY
 Address(es) 24 SMOG HARBOR WAY EARLVILLE MO 64549

2. SECURED PARTY:
 Name BARCLAYS AMERICAN FINANCIAL
 Address 446 MAPLE AVE E, VIENNA VA 22182

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
 8008860 0345 204 T1371
 07/31/82
 CK

9. SIGNATURES.

SECURED PARTY

BARCLAYS AMERICAN FINANCIAL
 By D. C. Schreiber
Assistant Manager
 (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.

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 301-7 Ed. 1/69

515 ^{AA 074} PAGE 255

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. 261190 recorded in
Liber 496, Folio 530 on 4-9-86 (Date).

1. DEBTOR(S):

Name(s) JOSEPH. ROSE VAN DEUREN
Address(es) 1736 SEVERN CHAPEL RD. CROZSVILLE MD 21108

2. SECURED PARTY:

Name BARCLAYS AMERICAN FINANCIAL
Address 426 MAPLE AVE E. VIENNA VA 22180

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. RECORD FEE 10.00
4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above. POSTAGE .50
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. #008850 C345 704 113158
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. 07/31/87
CK

8.

9. SIGNATURES.

SECURED PARTY

BARCLAYS AMERICAN FINANCIAL
By W. Schrenner
Assistant Manager
(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.

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
 AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
 FORM NO. 201-7 Ed. 1/69

AA 004
 BOOK 515 PAGE 256

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. 257935 recorded in
 Liber 488, Folio 201 on 8-12-85 (Date).

1. DEBTOR(S):
 Name(s) EVA M. SNYDER
 Address(es) 7645 PLEASANT DR PASADENA MO 64422

2. SECURED PARTY:
 Name BARCLAYS AMERICAN FINANCIAL
 Address 426 MAPLE AVE E. OREGON IA 52210

Person and Address to whom Statement is to be returned if different from above.

RECORD FEE 10.00
 POSTAGE .50
 #008840 C345 704 713.33
 07/31/87
 OK

Check mark below indicates the type and kind of Statement made hereby.
 (Check only one box.)

2. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES

.....

SECURED PARTY

.....
 By *Edith Brenner*
Assistant Manager
 (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.



STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
 AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
 FORM NO. 801-7 Ed. 1/80

AA 079

2004 515 PAGE 257

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. 266778 recorded in
 Liber 510, Folio 109 on 4-1-89 (Date).

1. DEBTOR(S):
 Name(s) ROBERT R. JOYCE A. GILKUM
 Address(es) 7940 TOWER CT RD SEVERN MD 21144

2. SECURED PARTY:
 Name BARCLAYS AMERICAN FINANCIAL
 Address 426 MAPLE AVE E. OYENNA ON 22180

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
 #008830 0345 104 113+22
 07/31/07
 CK

9. SIGNATURES.

SECURED PARTY
BARCLAYS AMERICAN FINANCIAL
 By D. Schreiber
Assistant Manager
 (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.

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

AA CTY

515 PAGE 258

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. 264452 recorded in
 Liber 504, Folio 363 on 11-3-86 (Date).

1. DEBTOR(S):
 Name(s) RICHARD N. NAJIBA HOJATZ
 Address(es) 7941 PIPERS PATH GREENBURNIE MD 21061

2. SECURED PARTY:
 Name BACCARUS AMERICAN FINANCIAL
 Address 426 MAPLE AVE E. OIENNA VA 22185

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
 200320 2345 204 T1312
 07/31/87
 CK

9. SIGNATURES.

SECURED PARTY
 BACCARUS AMERICAN FINANCIAL
 By [Signature]
 Assistant Manager
 (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.

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

AA CTY

BOOK 515 PAGE 259

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. 264451 recorded in
 Liber 504, Folio 36V on 11-3-84 (Date).

1. DEBTOR(S):
 Name(s) RICHARD N & NASIBA ROATS
 Address(es) 7941 PIPERS PATH GLENBURNIE MD 21061

2. SECURED PARTY:
 Name BRUCKERS AMERICAN FINANCIAL
 Address 426 MAPLE AVE E. CIENNA JA 21180

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
 #008810 C345 R04 T13-20
 07/31/07
 OK

9. SIGNATURES.

SECURED PARTY

BRUCKERS AMERICAN FINANCIAL
 By [Signature]
 Assistant Manager
 (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.

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

AA C74

5004 515 PAGE 260

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. 25-7891 recorded in
Liber 488, Folio 207 on 8-12-85 (Date).

1. DEBTOR(S):

Name(s) RENEALD - DEBRA ANDERSON
Address(es) 1512 EVERGREEN RD SEVERNO MD 21144

2. SECURED PARTY:

Name BARCLAYS AMERICAN FINANCIAL
Address 426 MAPLE AVE E VIENNA VA 22180

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.)

2. 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

RC08800 0343 004 T13430

07/31/87

BL
ALBA

9. SIGNATURES.

SECURED PARTY

By BARCLAYS AMERICAN FINANCIAL
D. Schenkner
Assistant Manager
(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.

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
 AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
 FORM NO. 601-7 Ed. 1/69

AA 254

BOOK 515 PAGE 261

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. 266797 recorded in
 Liber 510, Folio 108 on 4-1-87 (Date).

1. DEBTOR(S):

Name(s) JERRY W. & ANNA MAY JONNS
 Address(es) 6409 CONTINENTAL DRIVE GLEN BURNIE MO 21061

2. SECURED PARTY:

Name BARCLAYS AMERICAN FINANCIAL
 Address 446 MAPLE AVE E VIENNA VA 22180

Person and Address to whom Statement is to be returned if different from above.

RECORD FEE 10.00

POSTAGE .50

#008790 0345 004 113427

07/31/87
 CK

Check mark below indicates the type and kind of Statement made hereby.
 (Check only one box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
- 8. _____

9. SIGNATURES.

SECURED PARTY

By Barclays American Financial
D. Schreiber
 Assistant Manager
 (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.

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

KA CR

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code 515 262

This Statement refers to original Financing Statement, Identifying File No. 261187 recorded in
 Liber 496, Folio 527 on 4-9-86 (Date)

1. DEBTOR(S):

Name(s) RENAUD + JACQUELINE JACOB
 Address(es) 1029 FRIENDSHIP RD WEST RIVER MO 20778

2. SECURED PARTY:

Name BANCLOY AMERICAN FINANCIAL
 Address 426 MAPLE AVE E. DENVER CO 80218

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)

RECORD FEE 10.00
 POSTAGE .50
 RUC05780 C345 104 113123
 07/31/07
 CK

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
- 8.

9. SIGNATURES.

SECURED PARTY

BANCLOY AMERICAN FINANCIAL
 By D. DeLorenne
Assistant Manager
 (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.

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
 AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
 FORM NO. 201-7 Ed. 1/69

AA CTY
 515 PAGE 263

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. 265478 recorded in
 Liber 506, Folia 589 on 1-5-87 (Date).

1. DEBTOR(S):
 Name(s) LAWRENCE + BORIS WENGER
 Address(es) 1935 Hill Top Road PASADENA CA 91122

2. SECURED PARTY:
 Name BARCLAYS AMERICAN FINANCIAL
 Address 426 MADIE AVE E VIENNA VA 22180

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
 #008770 0145 R04 113125
 07/31/87
 CK

9. SIGNATURES.

SECURED PARTY

BARCLAYS AMERICAN FINANCIAL
 By D. Schreiber
Assistant Manager
 (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.

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

BOOK 515 PAGE 264

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. 258183 recorded in
Liber 489, Folio 63 on 8-18-85 (Date).

1. DEBTOR(S):
Name(s) GARY - JUDY DARR
Address(es) 854 SELBY BLVD EDGEWATER MD 21037

2. SECURED PARTY:
Name BARCLAYS AMERICAN FINANCIAL
Address 426 MAPLE AVE E DICKENS VA 22180

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 in 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

409740 0045 204 713:25

07/31/87

CK

9. SIGNATURES.

SECURED PARTY

BARCLAYS AMERICAN FINANCIAL

By

J. D. Brennan

Assistant Manager

(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.

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

BOOK 515 PAGE 265

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 11482/262311 recorded in Liber 200, Folio 34 on June 12, 1986 (date)

1. DEBTOR(S)

Name(s): Birchwood Yachts U.S.A., Inc.
4810 Massachusetts Ave., Washington, D.C. 20016
Address(es): 1402 Colony Rd., Pasadena, Maryland 21122

2. SECURED PARTY:

Name: Century National Bank
Address: 1875 Eye Street, N.W., Washington, D.C. 20006

Person and Address to whom Statement is to be returned if different from above.

Attn: Teresa A. De Witt

10.00
50
02-114-10
JUL 31 87
CR

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 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. [X] 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. PARTIAL RELEASE:

One (1) T.S. 33 Foot Yacht
Hull #BIR33010A585
Port Engine #1000481

9. DEBTOR:

[Blank lines for Debtor signature]

SECURED PARTY:

Century National Bank

By Frank Merendino Vice President
Frank Merendino
Vice President
(Type Name and Title)

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

AA CTY

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. 260381 recorded in
Liber 494, Folio 491 on 2-11-86 (Date).

1. DEBTOR(S):

Name(s) DEWAYNE VICKIE BRUNPORT
Address(es) 901 TIMBER RIDGE RD HANOVER MO 64076

2. SECURED PARTY:

Name BARCLAYS AMERICAN FINANCIAL
Address 416 MAPLE AVE E CHENNA IA 22
RECORD FEE 10.00
POSTAGE .50

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.

#008760 7345 204 113124
07/31/87
RECORD FEE 15.00
TOTAL 16.50
#008750 6345 204 113124
07/31/87
CA

9. SIGNATURES.

SECURED PARTY

By Barclays American Financial
Carol Kremer
Assistant Manager
(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.

BOOK 515 PAGE 267

FINANCING STATEMENT

For Filing Officer Use	
File No.
Date &
Hour

Check below if goods are or are to become fixtures.

TO BE RECORDED IN
~~XXXXXXXXXXXXXXXXXXXX~~ UCC

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
RIVERBAY ASSOCIATES		920 Bestgate Road,	Annapolis,	Maryland 21401

Name of Secured Party or assignee	No.	Street	City	State
POTOMAC SAVINGS BANK, FSB,		10230 New Hampshire Ave.,	Silver Spring,	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)

SEE SCHEDULE "A" ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE

RECORDED
INDEXED
MAY 19 10 36 AM '87
JUL 31 87

Potomac Savings Bank, FSB
10230 New Hampshire Avenue
Silver Spring, Maryland 20903

Attn: Michael A. Cohen

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.
Name of Record Owner: Riverbay Associates
Description of Property: See Exhibit "A" attached hereto
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

<u>RIVERBAY ASSOCIATES</u>	<u>POTOMAC SAVINGS BANK, FSB</u> (Seal)
<u><i>[Signature]</i></u>	(Corporate, Trade or Firm Name)
<u></u>	<u><i>[Signature]</i></u>
(Type or print name under signature)	Signature of Secured Party or Assignee
	<u><i>Vice President</i></u>
	(Owner, Partner or Officer and Title)
	(Signatures must be in ink)

13
L

SCHEDULE A

All of the personal property of any kind whatsoever related to, situated or located on, or used or useable in conjunction with, the development, maintenance or operation of the land described in the attached Exhibit A and improvements thereon (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, all materials, machinery, apparatus, equipment, furnishings, furniture, fixtures, and all other goods, chattels and articles of personal property including, without limitation, all building materials and supplies, furniture, rugs and carpets, linens and bedding materials, televisions, radios and other sound equipment, kitchen fixtures, utensils, and all cooking and serving equipment, furnaces, boilers, oil burners, refrigeration, air conditioning and sprinkler systems, awnings, screens, window shades, draperies, motors, dynamos, incinerators, plants and shrubbery, and all other equipment, machinery, appliances, fittings and fixtures, whether personal property, inventory or fixtures, whether now owned or hereafter from time to time acquired by the debtor, together with all substitutions, replacements, additions, attachments, accessories, accretions, their component parts thereto or thereof, all other items of like property and all accounts and contract rights covering or relating to any or all thereof, including any proceeds and products thereof, whether now in existence or hereafter arising, and relating to, situated or located on, or used or useable in connection with, the development, maintenance or operation of the certain improvements and amenities incidental thereto, on the land described in the Exhibit A attached hereto and incorporated herein by this reference. The land described in the attached Exhibit A is further described in that certain Deed of Trust to be recorded among the Land Records of Anne Arundel County, Maryland among (i) the Debtor, (ii) the Secured Party, and (iii) Sharon Riggins and Gregory D'Arco, as Trustees. Debtor is the record owner of the land described in the attached Exhibit A.

EXHIBIT "A"

Metes and Bounds Description: DOT Investment Corp., et al Property, 2nd Election District, Anne Arundel County, Maryland.

Beginning for the subject property at the northeast corner of the original tract as platted in Liber 3090 at Folio 129 among the Land Records of Anne Arundel County, Maryland and thence with the outline thereof the following five courses and distances:

- (1) South 06 degrees 17' 32" West, 387.58 feet to a point; thence
- (2) North 85 degrees 19' 54" West, 123.89 feet to a point; thence
- (3) North 06 degrees 17' 32" East, 50.00 feet to a point; thence
- (4) North 84 degrees 03' 08" West, 15.00 feet to a point; thence
- (5) North 06 degrees 17' 32" East, 219.66 feet to an iron pipe found; thence with the outline of the C&P Telephone Company Property which is as described in a deed recorded in Liber 1652 at Folio 295 among the aforesaid land records the following two courses and distances:

- (1) North 87 degrees 27' 20" East, 70.00 feet to a point; thence
- (2) North 06 degrees 17' 32" East, 100 feet to a point; thence with the southerly right of way line of Defense Highway (State Route #450) North 87 degrees 27' 20" East, 70.00 feet to the point of beginning and containing 1.0269 acres of land more or less.

196703

BOOK 515 PAGE 270

208802

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

Recordation Taxes on Principal
Amount of \$3,175,000.00 Was Paid
To Clerk Of Circuit Court Of Anne
Arundel County, Upon Recording Of
A Deed

RECORDING FEE 15.00
POSTAGE 50
TOTAL 15.50
MAY 14 1967
CK

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. **DEBTOR:** BROADNECK DEVELOPMENT CORPORATION
650 Ritchie Highway, Suite 202
Severna Park, Maryland 21146

Attn: William E. Dixon
2. **SECURED PARTY:** BALTIMORE FEDERAL FINANCIAL, F.S.A.
300 East Lombard Street - 20th Floor
Baltimore, Maryland 21202

Attn: Geoffrey C. Wood, Commercial
Real Estate Loan Officer
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.

- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
 - d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
 - e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.
 - f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Purchase Money 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 Purchase Money Deed of Trust of even date herewith and recorded among the Land Records of the Circuit Court of Prince George's County, Maryland, from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property. Exhibit "A" attached hereto consists of 1 page.

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

DEBTOR:

BROADNECK DEVELOPMENT CORPORATION,
A Maryland Corporation

Edward E. Gleefer

By: Wm. Ed Dixon (SEAL)

Name: WM. ED DIXON
Title: VICE PRES.

Date: July 21st, 1987

SECURED PARTY:

BALTIMORE FEDERAL FINANCIAL, F.S.A.,
a federal savings association

Edward E. Gleefer

By: Geoffrey C. Wood

Geoffrey C. Wood, Commercial
Real Estate Loan Officer

Date: July 21st, 1987

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

Patrick Ash
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (LAC) 6048
BB 505 0003

B-1.90



COMMONWEALTH LAND
TITLE INSURANCE COMPANY
A Reliance Group Holdings Company

BOOK 515 PAGE 273
Policy No.

File No.

EXHIBIT 'A'

BEGINNING for the same on the North side of College Parkway at a point marking the end of the South 83 degrees 45 minutes 05 seconds East 555.87 foot line of the land conveyed by Bayneck, Inc. to Bayneck Associates by Deed dated December 20, 1972 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2549, folio 888; thence running with and binding along College Parkway and along a part of said line, reversely, (1) North 83 degrees 45 minutes 05 seconds West 515.00 feet; thence leaving said Parkway and running with and binding along the North 12 degrees 41 minutes 05 seconds West 570.61 foot line of the boundary of Bay Hills Townhouses, Section 1, Plat 3, recorded among the plat records of Anne Arundel County, Maryland in Condominium Plat Book 3, Page 21, (2) North 12 degrees 41 minutes 05 seconds West 570.61 feet to a point thence, (3) North 01 degrees 20 minutes 40 seconds West 120.00 foot to a point in the South right-of-way line of Bay Green Drive, 60 feet wide as shown on the aforesaid plat; thence running with and binding thereon, (4) 61.56 feet Easterly along the arc of a curve deflecting to the right having a radius of 1432.75 feet; thence, (5) South 80 degrees 09 minutes 26 seconds East 172.99 feet, thence continuing along said Drive, (6) 405.07 feet Easterly along the arc of a curve deflecting to the left, having a radius of 607.67 feet to a point; thence continuing along Bay Green Drive, (7) 31.42 feet Southeasterly along the arc of a curve deflecting to the right having a radius of 20.00 feet, to a point in the West right-of-way line of Bay Dale Drive, 80 feet wide, as shown on the plat of Bay Hills, Section 6, recorded among the plat records of Anne Arundel County, Maryland, in Plat Book 59, Page 11, thence running with and binding thereon, (8) 242.03 feet Southerly along the arc of a curve deflecting to the right having a radius of 400.79 feet; thence continuing along Bay Dale Drive, (9) South 06 degrees 14 minutes 55 seconds West 518.87 feet to the point of beginning. Containing 2.66 acres of land, more or less.

Intending to be the land shown on the Plat entitled "COLLEGE PARKWAY CENTER", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 63, page 45 as well as the Resubdivision Plat thereof as recorded in Liber No. 3080, folio 31.

MONUMENTAL TITLE CORPORATION
MONUMENTAL TITLE BUILDING
SEVERNA PARK, MARYLAND 21146
Commercial

ORIGINAL

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN FINANCING STATEMENT
XXXX 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
--	-----	--------	------	-------

J D CONSTRUCTION CO., INC., 156 Ritchie Highway, Severna Park, Md. 21146
a Maryland corporation

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

DOMINION BANK OF MARYLAND, 7220 Wisconsin Ave., Bethesda, Md. 20814
National Association

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

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

KATZ, FRONE SLAN & BLECKER, P.A.
ATTORNEYS AT LAW
10605 CONCORD STREET
KENSINGTON, MD 20895-2534

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

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

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

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)
J D CONSTRUCTION CO., INC.

By: [Signature] (SEAL) _____ (Seal)
ROY EX HEDRICK, President (Corporate, Trade or Firm Name)

By: [Signature] (SEAL) _____
KAREN ANN TANNER; Secretary Signature of Secured Party or Assignee

(Type or print name under signature)

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

1150

Lots numbered 1 through 9 and 13 through 20, in the subdivision known as PLAT 2, WHITES COVE, SECTION 4, CLUSTER DEVELOPMENT, as per plat thereof recorded in Plat Book 106 at folio 2, one of the Land Records of Anne Arundel County, Maryland.

EXHIBIT "B"

PROPERTY SUBJECT TO SECURITY INTEREST

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

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

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

FINANCING STATEMENT
(Maryland)

200007

DATED: July 31, 1987

DEBTOR: 1691 LIMITED PARTNERSHIP,
a Maryland limited partnership,
the only general partner of which
is William D. Berkshire,
and WILLIAM D. BERKSHIRE

ADDRESS OF DEBTOR: Post Office Box 3032
Crofton, Maryland 21114

SECURED PARTY: Bank of Bethesda

ADDRESS OF SECURED PARTY: 7500 Wisconsin Avenue
Bethesda, Maryland 20814

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

- A. All fixtures now or hereafter attached to or used in connection with the hereinafter described premises and all building materials and equipment now or hereafter delivered to said premises and intended to be therein installed and all furniture, fixtures, equipment or personal property used in conducting a golf course business and related businesses (including, but not limited to, restaurant, bar and pro shop) on the premises and all merchandise, inventory and stock in trade now owned or hereafter acquired by Debtor for the purpose of retail sale at said pro shop and (to the extent permitted by law) all licenses and permits in connection with said premises or businesses and all rents arising out of said real property and all awards or proceeds with respect to any taking, damage or destruction or diminution in value with respect thereto or any improvements thereon. The furniture, fixtures, equipment and personal property covered hereby include, but is not limited to, golf carts and golf course maintenance equipment.
- B. Demand Promissory Note, dated July 20, 1980, made by Charles Bresler to the order of 1691 Limited Partnership in the principal amount of One Hundred Ninety-Five Thousand and No/100 Dollars (\$195,000.00).
- C. Key-Man Insurance Policy issued by Massachusetts Mutual Life Insurance Company to William D. Berkshire, Policy Number 7-244-270, insuring the life of William D. Berkshire in the amount of Two Million and No/100 Dollars (\$2,000,000.00).
- D. Proceeds of the collateral are also covered.

II. The above-described goods and property are located at, or relate to, real estate and the improvements now or hereafter existing thereon, situate, lying and being in the County of

17/11
25

Anne Arundel, State of Maryland, and more particularly described in Schedules A-E attached hereto and incorporated herein by this reference.

III. THIS FINANCING STATEMENT IS NOT SUBJECT TO RECORDATION TAXES. The transaction being publicized by this Financing Statement is subject to the Recordation Tax imposed by Title 12 of the Tax Property Article of the Annotated Code of Maryland, as amended. The principal balance of the debt is \$1,900,000.00, and recordation taxes have been paid to the Clerk of the Circuit Court of Anne Arundel County, Maryland.

IV. This Financing Statement publicizes a Deed of Trust, of even date herewith, from the Debtor to Thomas J. Ceremsak and R. Frederick Marsden, Trustees, securing a promissory note in the face amount of \$1,900,000.00.

DEBTOR:

1691 LIMITED PARTNERSHIP,
a Maryland limited partnership

WITNESS:

[Handwritten signature]

[Handwritten signature]

BY:

[Handwritten signature]
William D. Berkshire,
General Partner

[Handwritten signature]

William D. Berkshire, Individually

I HEREBY CERTIFY that this instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

[Handwritten signature]
James Bruce Davis

AFTER RECORDING, PLEASE RETURN TO:

James Bruce Davis, Esquire
Lerch, Early, Roseman & Frankel
3 Bethesda Metro Center, Tenth Floor
Bethesda, Maryland 20814

CLOSING 22
1691-FS
07277/5

1/10/85
RK/BSPARCEL TO BE CONVEYED
BY CROFTON CORPORATION
SECOND TAX DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BOOK 515 PAGE 278 South

SCHEDULE A

BEGINNING for the same at point number 21 on the West side of Crofton Parkway as shown on the plat of Crofton, Maryland Crofton Towne Property Regime #5, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 39 at Page 13, said point also being at the end of the twenty-second or North 74 degrees 40 minutes 31 seconds East 411.94 feet line of parcel number 1 of that land which by deed dated January 31, 1969 and recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.H. 2245 at Folio 55 was granted and conveyed by Tradewinds Investment Corporation to Levitt and Sons Incorporated, leaving said Crofton Parkway and binding on the West outline of the plat mentioned above, the following seven (7) courses and distances, viz:

- (1) South 74 degrees 40 minutes 31 seconds West 411.94 feet to point number 22 on said plat,
- (2) South 14 degrees 41 minutes 37 seconds East 334.26 feet to point number 23,
- (3) 410.05 feet along the arc of a curve to the right having a radius of 440.00 feet to point number 24,
- (4) South 48 degrees 16 minutes 51 seconds West 241.65 feet to point number 25,
- (5) South 03 degrees 39 minutes 11 seconds West 102.65 feet to point number 26,

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(6) South 32 degrees 29 minutes 23 seconds West 130.00 feet to point number 27, and

(7) South 77 degrees 39 minutes 39 seconds West 32.76 feet to point number 28, thence leaving the outline of said plat,

(8) North 79 degrees 35 minutes 40 seconds West 78.33 feet to the East side of Maryland Route 3, said point being on and distant South 10 degrees 24 minutes 20 seconds West 362.00 feet from the end of the Fourteenth or North 10 degrees 26 minutes 40 seconds East 1806.30 feet line of that parcel of land which by deed dated June 20, 1963 and recorded among the Land Records of Anne Arundel County, Maryland in Liber L.N.P. 1666 at Folio 417 was granted and conveyed by Excelsior Investment Company to Crawford Home Builders Inc. of Washington, thence running with and binding on part of said Fourteenth line being also the East side of Maryland Route 3,

(9) North 10 degrees 24 minutes 20 seconds East 160.51 feet to the beginning of the First or North 10 degrees 24 minutes 20 seconds East 210.00 feet line of that parcel of land which by deed dated August 27, 1969 and recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.B. 2324 at Folio 813 was granted and conveyed by Crofton Corporation (formerly Crawford Home Builders Inc. of Washington) to Anne Arundel County, Maryland thence leaving said Maryland Route 3 and running reversely with and binding on all the Sixth, Fifth and Fourth lines of that parcel of land described in the deed lastly mentioned above,

(10) North 49 degrees 35 minutes 35 seconds East 474.79 feet,

(11) North 10 degrees 24 minutes 20 seconds East 152.00 feet, and

(12) North 79 degrees 35 minutes 40 seconds West 325.00 feet to the East side of Maryland Route 3 as aforesaid, thence running with and binding on said road,

(13) North 10 degrees 24 minutes 20 seconds East 651.74 feet to point number 13 as shown on the plat of Crofton Section One, Plat 10 recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 35 at Page 41, thence leaving said Maryland Route 3 and running with and binding on the outline of said plat being also the South side of Club House Gate forty (40) feet wide, the following two (2) courses and distances, viz:

(14) 13.80 feet along the arc of a curve to the right having a radius of 25.00 feet to point number 12 as shown on said plat, thence

(15) 305.73 feet along the arc of a curve to the right having a radius of 790.00 feet to a point at the end of the Third or North 19 degrees 03 minutes 24 seconds West 183.64 feet line of that parcel of land which by deed dated September 29, 1969 and recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.H. 2312 at Folio 571 was granted and conveyed by Crofton Corporation to the First Baptist Church of Crofton, thence leaving said Club House Gates and running reversely with and binding on all of the Third, Second and First lines of that parcel of land described in the deed lastly mentioned above,

(16) South 19 degrees 03 minutes 24 seconds East 183.64 feet,

(17) South 80 degrees 47 minutes 20 seconds East 112.45 feet, and

(18) North 68 degrees 16 minutes 41 seconds East 144.45 feet to point

on and distant North 13 degrees 50 minutes 45 seconds West 59.00 feet from point number 7A as shown on said plat, thence running with and binding on the West side of said Crofton Parkway the following two (2) courses and distances, viz:

(19) South 13 degrees 50 minutes 45 seconds East 59.00 feet to point 7A as shown on said plat, and

(20) 153.54 feet along the arc of a curve to the left having a radius of 4330.00 feet to the place of beginning, containing 8.937 acres of land, more or less, as shown on the plat attached hereto and intended to be recorded herewith,

SUBJECT TO HOWEVER:

(1) A fifteen (15) feet wide sewer easement known as Exhibit Number 19 of the Deed of Easement and Agreement dated August 27, 1969 and recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.H. 2323 at Folio 717 which was granted and conveyed by Crofton Corporation (formerly Crawford Home Builders Inc. of Washington) to Anne Arundel County, Maryland;

(2) A fifteen (15) feet wide sewer easement known as Exhibit Number 10 of the Deed of Easement and Agreement dated August 27, 1969 and recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.H. 2323 at Folio 717 which was granted and conveyed by Crofton Corporation (formerly Crawford Home Builders Inc. of Washington) to Anne Arundel County, Maryland);

(3) A twenty-three (23) feet wide sewer and storm drain easement known as Exhibit number 6 of the Deed of Easement and Agreement dated August 27, 1969 and recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.H. 2323 at Folio 717 which was granted and conveyed by Crofton Corporation (formerly Crawford Home Builders Inc. of Washington) to Anne Arundel County, Maryland;

(4) BEGINNING for the centerline of a twenty (20) feet wide sewer easement at a point on the North side of a fifteen (15) feet wide sanitary easement distant South 74 degrees 40 minutes 31 seconds West 45.03 feet from point number 3 on the West side of Crofton Parkway, eighty (80) feet wide as shown on the plat entitled Crofton Western Apartment Area and Section Seven, Plat Eleven and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 35 at Page 37, thence leaving said plat and running thence with and binding on the centerline of the easement now being described the following two (2) courses and distances, as now established,

(1) North 08 degrees 41 minutes 25 seconds West 146.79 feet, and

(2) North 23 degrees 46 minutes 20 seconds West 62.90 feet to a point on and distant South 68 degrees 16 minutes 41 seconds West 40.33 feet from the beginning of the first or South 68 degrees 16 minutes 41 seconds West 144.45 feet line of that parcel of land which by deed dated September 29, 1969 and recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.H. 2312 at Folio 571 was granted and conveyed by Crofton Corporation to the First Baptist Church of Crofton, said easement being

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shown on the plat attached hereto and intended to be recorded herewith,

BEING part of that parcel of land which by deed dated June 20, 1963 and recorded among the Land Records of Anne Arundel County, Maryland in Liber L.N.P. 1666 at Folio 417 was granted and conveyed by Excelsior Investment Company to Crawford Home Builders, Inc. of Washington (now Crofton Corporation);

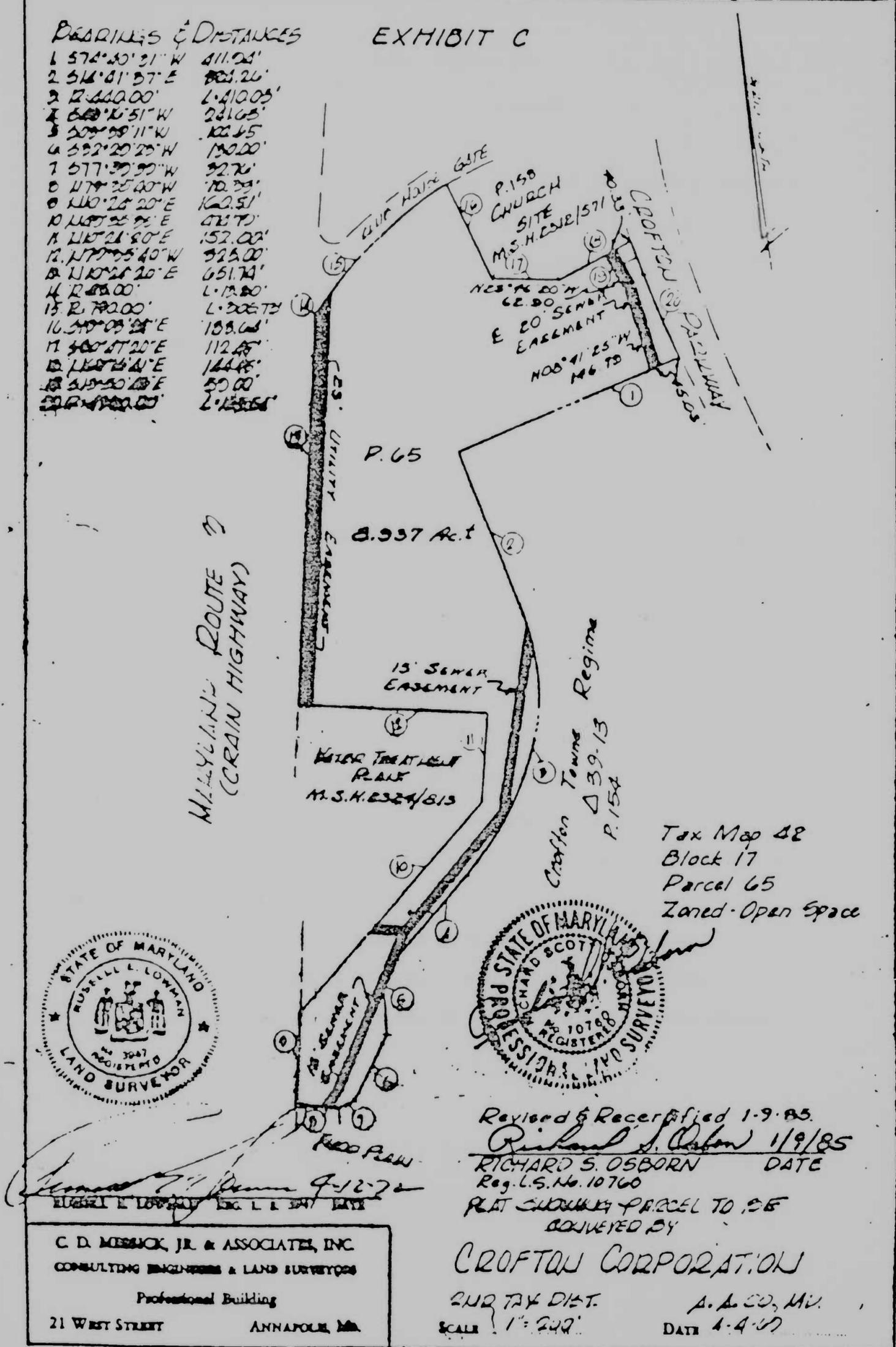
NOTE: SUBJECT TO HOWEVER; number 4 of this deed is the easement granted to the First Baptist Church of Crofton, but it was not recorded after it was revised.

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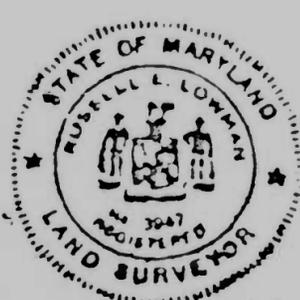
BEARINGS & DISTANCES

1	S74°30'31"W	411.04'
2	S14°01'57"E	803.26'
3	S12°44'00"	1,410.03'
4	S63°16'51"W	281.65'
5	S09°59'11"W	102.45'
6	S52°29'25"W	150.00'
7	S77°39'39"W	32.76'
8	N17°35'00"W	70.33'
9	N10°28'20"E	162.51'
10	N07°25'21"E	67.71'
11	N15°21'50"E	152.00'
12	N77°05'40"W	325.00'
13	N10°28'20"E	651.74'
14	R. 65.00'	L. 12.80'
15	R. 70.00'	L. 30.675'
16	S10°03'24"E	108.64'
17	S00°07'20"E	112.45'
18	N15°16'41"E	144.45'
19	S15°50'03"E	59.00'
20	S15°50'03"E	L. 15.555'

EXHIBIT C



Tax Map 42
 Block 17
 Parcel 65
 Zoned - Open Space



Russell L. Lowman
 RUSSELL L. LOWMAN, INC. L. E. DAY, DATE

Revised & Recertified 1-9-85.
Richard S. Osborn 1/9/85
 RICHARD S. OSBORN DATE
 Reg. L.S. No. 10760
 PLAT SHOWING PARCEL TO BE CONVEYED BY

C. D. MESSICK, JR. & ASSOCIATES, INC.
 CONSULTING ENGINEERS & LAND SURVEYORS
 Professional Building
 21 WEST STREET ANNAPOLIS, MD.

CROFTON CORPORATION
 2ND TAX DIST. A. A. CO., MD.
 SCALE 1" = 200' DATE 4-4-80

A

1/10/85
RK/ss

PARCEL TO BE CONVEYED
BY CROFTON CORPORATION
SECOND TAX DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

Middle

SCHEDULE B

BEGINNING for the same at point number 22 on the South side of Crawford Boulevard as shown on the plat of Crofton, Section One, Plat One recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 33 at Page 12, running thence with and binding on the South side of said Crawford Boulevard the following four (4) courses and distances, viz:

- (1) 288.38 feet along the arc of a curve to the right having a radius of 210.00 feet to point number 23 on said plat,
- (2) South 00 degrees 54 minutes 50 seconds East 126.04 feet to point number 24 on said plat,
- (3) 269.49 feet along the arc of a curve to the left having a radius of 471.00 feet to point number 25 on said plat, and
- (4) 429.65 feet along the arc of a curve to the right having a radius of 471.00 feet, thence leaving said Crawford Boulevard and running with and binding on the outline of the subdivision entitled Crofton Village Green recorded among the aforesaid Plat Records in Plat book 49, Page 46 the following eleven (11) courses and distances viz:
 - (5) North 65 degrees 30 minutes 30 seconds West 50.56 feet,
 - (6) 216.91 feet along the arc of a curve to the left having a radius of 166.50 feet,
 - (7) South 39 degrees 49 minutes 50 seconds West 134.06 feet,
 - (8) South 34 degrees 14 minutes 27 seconds West 182.88 feet,
 - (9) South 10 degrees 45 minutes 00 seconds West 31.67 feet, thence

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Page two

(10) North 79 degrees 15 minutes 00 seconds West 55.00 feet, thence
(11) South 10 degrees 45 minutes 00 seconds West 100.00 feet, thence
(12) South 78 degrees 58 minutes 54 seconds East 55.00 feet, thence
(13) South 10 degrees 45 minutes 00 seconds West 282.50 feet, thence
(14) 129.70 feet along the arc of a curve to the left having a radius
of 139.00 feet, and

(15) South 25 degrees 59 minutes 16 seconds East 39.11 feet to the
North side of Club House Gate forty (40) feet wide as shown on the plat of
Crofton, Section One, Plat Ten recorded among the Land Records of Anne
Arundel County, Maryland in Plat Book 35 at Page 41, thence running with
and binding on said road the following two (2) courses and distances, viz:

(16) 177.74 feet along the arc of a curve to the left having a radius
of 830.00 feet to point number 15 on said plat, and

(17) 60.93 feet along the arc of a curve to the right having a radius
of 25.00 feet to point number 14 on said plat, also being on the East side
of Maryland Route 3, thence running with and binding on said road,

(18) North 10 degrees 24 minutes 20 seconds East 1925.80 feet to point
number 21 as shown on the plat Firstly mentioned above, thence running with
the outline of said plat,

(19) 36.19 feet along the arc of a curve to the right having a radius
of 23.04 feet to the place of beginning, containing 10.895 acres of land,
more or less, and shown on the plat attached hereto and intended to be
recorded herewith,

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SUBJECT TO HOWEVER:

- (1) A Storm Drain Easement known as Exhibit number 14 of the Deed of Easement and Agreement dated August 27, 1969 and recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.H. 2323 at Folio 789 which was granted and conveyed by Crofton Corporation (formerly Crawford Home Builders Inc. of Washington) to Anne Arundel County, Maryland;
- (2) A ten (10) feet wide storm drain easement known as Exhibit number 13 of the Deed of Easement and Agreement dated August 27, 1969 and recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.H. 2323 at Folio 789 which was granted and conveyed by Crofton Corporation (formerly Crawford Home Builders Inc. of Washington) to Anne Arundel County, Maryland;
- (3) A fifteen (15) feet wide sewer easement known as Exhibit 5 of the Deed of Easement and Agreement dated August 27, 1969 and recorded among the Land Records of Anne Arundel County, Maryland in Liber H.S.H. 2323 at Folio 717, which was granted and conveyed by Crofton Corporation (formerly Crawford Home Builders Inc. of Washington) to Anne Arundel County, Maryland;
- (4) A fifteen (15) feet wide sewer easement known as Exhibit number 2 of the Deed of Easement and Agreement dated August 27, 1969 and recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.H. 2323 at Folio 717 which was granted and conveyed by Crofton Corporation (formerly Crawford Home Builders Inc. of Washington) to Anne Arundel County, Maryland;

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(5) A ten (10) feet wide storm easement described as follows,

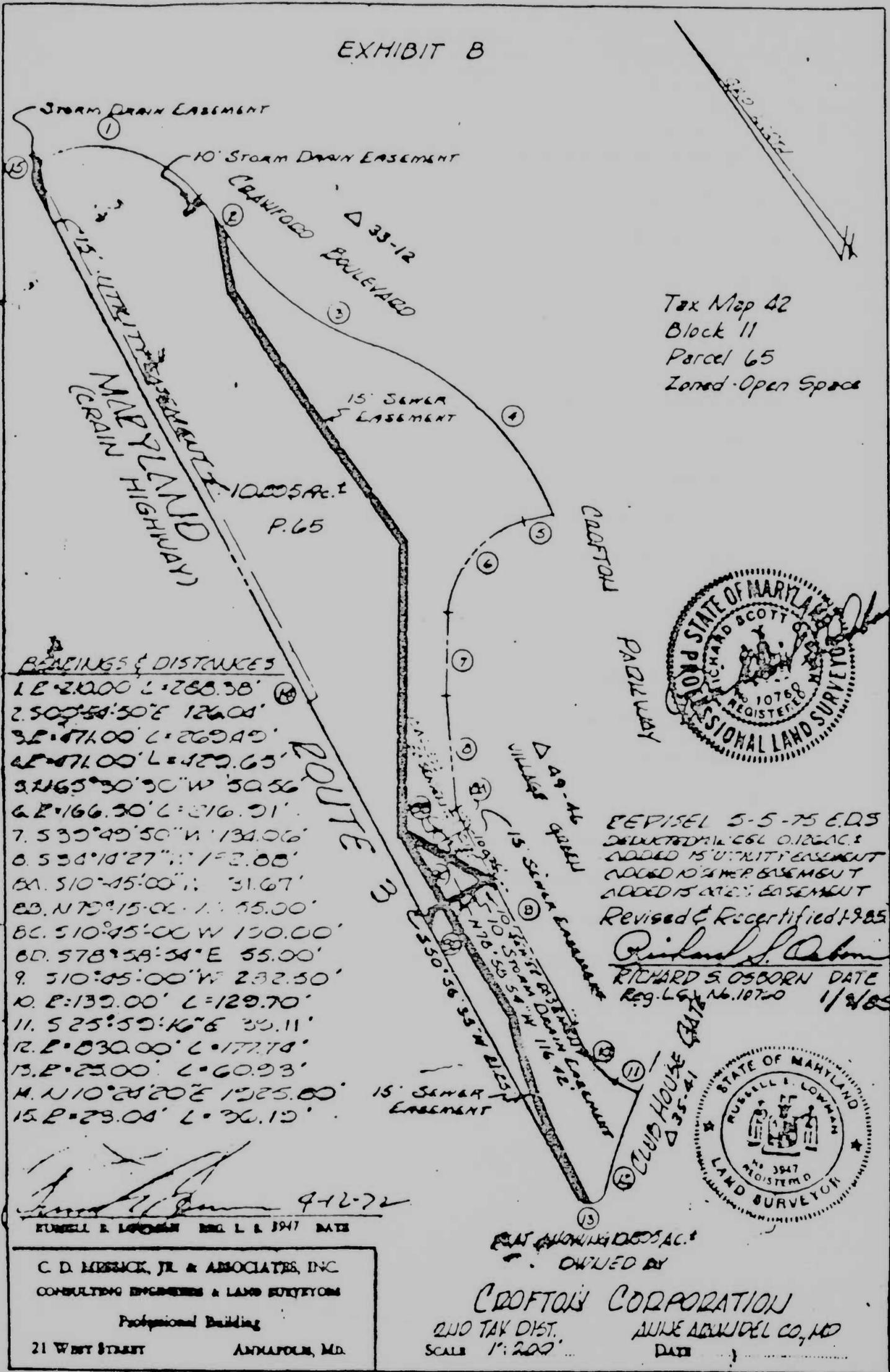
BEGINNING for the centerline of the ten (10) feet wide storm drain easement on and distant 136.93 feet from the end of the Ninth or South 10 degrees 45 minutes 00 seconds West 414.43 feet line of that parcel of land described herein above and leaving said line and running thence with and binding on the centerline of said easement, the following two (2) courses and distances, viz:

(1) North 78 degrees 58 minutes 54 seconds West 116.42 feet, and

(2) South 50 degrees 56 minutes 35 seconds West 21.25 feet to the East right-of-way line of Maryland Route 3 at a point on and distant North 10 degrees 24 minutes 20 seconds East 523.25 feet from point number 14, as shown on the plat entitled Crofton, Section One, Plat Ten and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 35 at Page 41,

BEING part of that parcel of land which by deed dated June 20, 1963 and recorded among the Land Records of Anne Arundel County, Maryland in Liber L.N.P. 1666 at Folio 417 was granted and conveyed by Excelsior Investment Company to Crawford Home Builders, Inc. of Washington (now Crofton Corporation).

EXHIBIT B



Tax Map 42
Block 11
Parcel 65
Zoned - Open Space

BEARINGS & DISTANCES

- 1. E 210.00' L 288.38'
- 2. S 02° 54' 50" E 126.00'
- 3. E 471.00' L 269.49'
- 4. E 471.00' L 429.65'
- 5. N 65° 30' 30" W 59.56'
- 6. E 166.30' L 216.91'
- 7. S 30° 49' 50" W 134.06'
- 8. S 38° 10' 27" W 152.00'
- 9. S 10° 45' 00" W 31.67'
- 10. N 75° 15' 00" W 55.00'
- 11. S 10° 45' 00" W 150.00'
- 12. S 78° 58' 34" E 55.00'
- 13. S 10° 05' 00" W 232.50'
- 14. E 139.00' L 129.70'
- 15. S 25° 59' 16" E 39.11'
- 16. E 830.00' L 177.78'
- 17. E 25.00' L 60.93'
- 18. N 10° 28' 20" E 125.00'
- 19. E 28.00' L 36.12'

REVISED 5-5-75 E.D.S.
DELETED 0.126 AC. &
ADDED 15' UTILITY EASEMENT
ADDED 10' SEWER EASEMENT
ADDED 15' STORM DRAIN EASEMENT
Revised & Recertified 1985

Richard S. Osborn
RICHARD S. OSBORN DATE
Reg. L.S. No. 10760 11/85

Russell E. Lowman 442-72
RUSSELL E. LOWMAN REG. L.S. 1947 DATE

C. D. HESSICK, JR. & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
Professional Building
21 WEST STREET ANNAPOLES, MD.

PLAT SHOWING DEEDS AC. &
OWNED BY
CROFTON CORPORATION
2ND TAX DIST. ANNE ARUNDEL CO., MD
SCALE 1" = 200' DATE

1/10/85
RF/ssPARCEL TO BE CONVEYED
BY CROFTON CORPORATION
SECOND TAX DISTRICT
ANNE ARUNDEL COUNTY, MARYLANDBOOK 515 PAGE 290
NorthSCHEDULE C

BEGINNING for the same at a point on the East right-of-way line of Maryland Route 3, said point being number 20 as shown on the plat entitled Crofton, Section One, Plat One and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 33 at Page 12, said point also being on and distant 1130.51 feet from the end of the Sixteenth or North 10 degrees 26 minutes 40 seconds East 4348.18 feet line of Parcel 1 of that land which by deed dated June 20, 1963 and recorded among the Land Records of Anne Arundel County, Maryland in Liber L.N.P. 1666 at Folio 417 was granted and conveyed by Excelsior Investment Co. to Crawford Home Builders, Inc. of Washington (now Crofton Corporation) running thence with and binding on part of said Sixteenth line and also the East right-of-way line of Maryland Route 3, as aforesaid,

(1) North 10 degrees 24 minutes 20 seconds East 1130.51 feet to a point on and distant 2271.02 feet from the beginning of the Third or North 72 degrees 20 minutes West 2435 feet line of that parcel of land which by deed dated August 9, 1945 and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 335 at Folio 307 was granted and conveyed by Charles William Pacy, Trustee to Ray Francis Chapman and Erna Riedel Chapman, his wife, thence leaving said Maryland Route 3 and running with and binding reversely on part of said Third line and binding on part of the Seventeenth line of that parcel of land Firsty mentioned above,

(2) South 79 degrees 42 minutes 18 seconds East 250.00 feet to point

168/141

number 2 as shown on the outline of the plat entitled Crofton Carlyle Apartment Area and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 35 at Page 12, thence running with and binding on the outline of said plat,

(3) South 10 degrees 24 minutes 20 seconds West 231.34 feet to point number 3 as shown on said plat, said point also being at the end of the Tenth or North 68 degrees 09 minutes 57 seconds East 39.04 feet line of that parcel of land which by deed dated December 28, 1970 and recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.H. 2381 at Folio 58, thence leaving the outline of aforesaid plat and binding on the West boundary lines of subdivision plat entitled Property Regime 8 Lake Louise at Crofton recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 55, Page 14

(4) South 68 degrees 09 minutes 57 seconds West 39.04 feet, thence

(5) South 09 degrees 17 minutes 37 seconds East 323.05 feet, thence

(6) South 23 degrees 56 minutes 11 seconds East 254.39 feet thence binding on the West boundary lines of subdivision plat entitled Property Regime 7 Lake Louise at Crofton recorded among the aforesaid Plat Records in Plat Book 46, Page 24

(7) South 23 degrees 56 minutes 11 seconds East 140.60 feet, thence

(8) South 39 degrees 18 minutes 56 seconds West 298.11 feet, thence binding on the West boundary line of subdivision plat entitled Lake Louise at Crofton, Horizontal Property Regime 6, recorded among the aforesaid plat

records in Plat Book 41, Page 41,

(9) South 39 degrees 18 minutes 56 seconds West 181.63 feet to the North side of Crawford Boulevard, said point being 341.40 feet Southeasterly along the arc of a curve having a radius of 365.00 feet from point number 19 as shown on the plat Firstly mentioned above, thence running with and binding on the North side of Crawford Boulevard the following two (2) courses and distances, viz:

(10) 341.40 feet along the arc of a curve to the left having a radius of 365.00 feet to point number 19 as aforesaid, and

(11) 36.19 feet along the arc of a curve to the right having a radius of 23.04 feet to the place of beginning containing 9.998 acres of land more or less, as shown on the plat attached hereto and intended to be recorded herewith,

SUBJECT TO HOWEVER:

(1) A twenty (20) feet wide storm drain easement known as Exhibit Number 1 of the Deed of Easement and Agreement dated August 27, 1969 and recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.H. 2323 at Folio 789 which was granted and conveyed by Crofton Corporation (formerly Crawford Home Builders Inc. of Washington) to Anne Arundel County, Maryland;

(2) A fifteen (15) feet wide sewer easement known as Exhibit number 4 of the Deed of Easement and Agreement dated August 27, 1969 and recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.H. 2323 at Folio 717 which was granted and conveyed by Crofton Corporation

(formerly Crawford Home Builders Inc. of Washington to Anne Arundel County, Maryland);

(3) A ten (10) feet wide sewer easement along the tenth line of that parcel of land which by deed dated December 28, 1970 and recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.H. 2381 at Folio 58 was granted and conveyed by Ocean House Corporation to Maryland Southeastern Corporation;

(4) A thirty (30) feet wide drainage and utility easement known as Exhibit 18 of that Deed of Easement and Agreement dated August 27, 1969 and recorded among the Land Records of Anne Arundel County, Maryland in Liber H.S.H. 2323 at Folio 789, which was granted and conveyed by Crofton Corporation (formerly Crawford Home Builders Inc. of Washington) to Anne Arundel County, Maryland;

(5) A fifteen (15) feet wide storm easement known as Exhibit 19 of that Deed of Easement and Agreement dated August 27, 1969 and recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.H. 2323 at Folio 789 which was granted and conveyed by Crofton Corporation (formerly Crawford Home Builders Inc. of Washington) to Anne Arundel County, Maryland;

(6) A ten (10) feet wide storm drain easement described in deed dated December 21, 1966 and recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.H. 2325 at Folio 807 was granted and conveyed by Crofton Corporation (formerly Crawford Home Builders Inc. of Washington) to Anne Arundel County, Maryland;

168/144

(7) A twenty (20) feet wide storm drain easement, the centerline of said easement is more particularly described as follows:

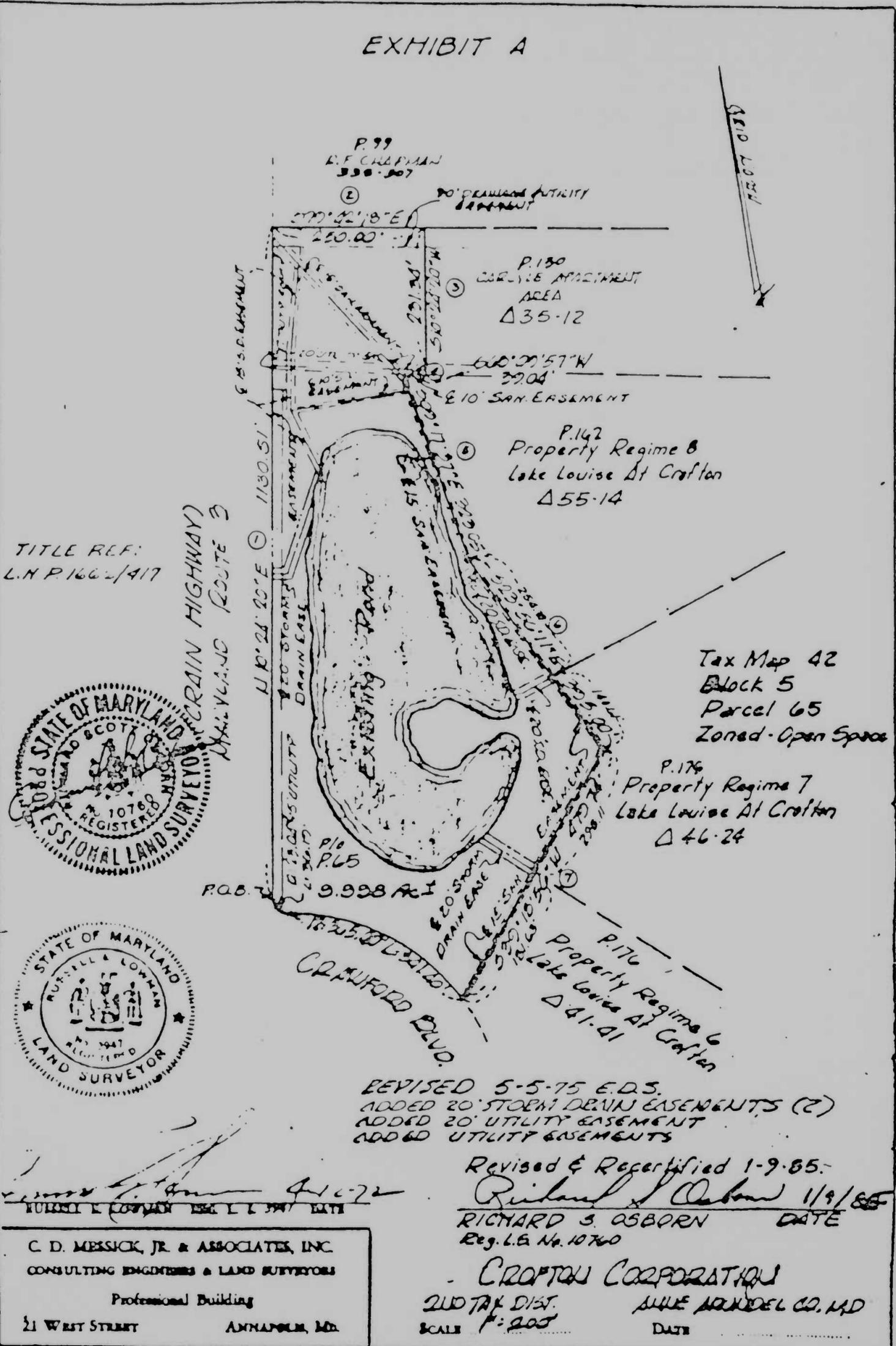
BEGINNING for the centerline of the twenty (20) feet wide storm drain easement at a point North 39 degrees 18 minutes 56 seconds East 66.00 feet from point number 4 as shown on the plat of Lake Louise at Crofton, Horizontal Property Regime #6 recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 41 at Page 41 running thence with and binding on the centerline of said easement;

(1) North 50 degrees 41 minutes 04 seconds West 95.00 feet to the end thereof,

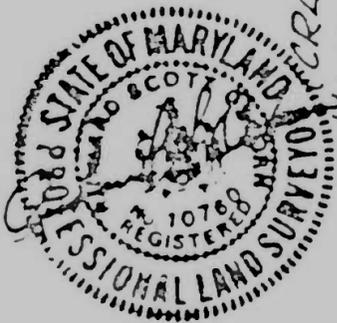
BEING part of that parcel of land which by deed dated June 20, 1963 and recorded among the Land Records of Anne Arundel County, Maryland in Liber L.N.P. 1666 at Folio 417 was granted and conveyed by Excelsior Investment Company to Crawford Home Builders, Inc. of Washington (now Crofton Corporation);

NOTE: SUBJECT TO HOWEVER; number 3 of this deed is also know as Exhibit number 5 of the Deed of Easement and Agreement dated August 27, 1969 and recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.H. 2323 at Folio 717 which was granted and conveyed by Crofton Corporation (formerly Crawford Home Builders Inc. of Washington) to Anne Arundel County, Maryland.

EXHIBIT A



TITLE REF:
L.N.P. 1662/417



Tax Map 42
Block 5
Parcel 65
Zoned - Open Space

P.176
Property Regime 7
Lake Louise At Crofton
Δ 46-24

P.176
Property Regime 6
Lake Louise At Crofton
Δ 41-01

P.142
Property Regime 8
Lake Louise At Crofton
Δ 55-14

P.150
CORLISE APPOINTMENT
AREA
Δ 35-12

REVISED 5-5-75 E.D.S.
ADDED 20' STORM DRAIN EASEMENTS (2)
ADDED 20' UTILITY EASEMENT
ADDED UTILITY EASEMENTS

Revised & Recertified 1-9-85:
Richard S. Osborn 1/9/85
RICHARD S. OSBORN DATE
Reg. L.E. No. 10760

C. D. MESSICK, JR. & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
Professional Building
21 WEST STREET ANNAPOLIS, MD.

CROFTON CORPORATION
2ND TAX DIST. SUITE ANNDEL CO. MD
SCALE 1" = 200' DATE

SCHEDULE D

"EXHIBIT A" -- LEGAL DESCRIPTIONS (21 Pages)

Parcels conveyed to CROFTON CLUB LIMITED PARTNERSHIP

A. Golf Course and Appurtenant Areas

1. 23.84 Acres, more or less
2. 15.73 Acres, more or less
3. 142.29 Acres, more or less
4. 4.103 Acres, more or less
5. 0.103 Acres, more or less
6. 1.119 Acres, more or less
7. 0.638 Acres, more or less

B. Club House and Appurtenant Areas

1. 8.638 Acres, more or less
2. 4.420 Acres, more or less
3. 1.511 Acres, more or less

"EXHIBIT A"

PARCEL AA-1

BEGINNING for the same at point no. 40 on Eton Way as shown on a plat of Crofton, Section One, Plat Two recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 33 at Folio 13, and running thence with Eton Way and the outline of said plat, the following two courses and distances, viz: (1) South 35 degrees 00 minutes 00 seconds West 142.00 feet, and (2) 181.69 feet along the arc of a curve to the right having a radius of 382.00 feet, thence with the outline of said plat binding along the rear of lots 194 thru 206 and the rear of lots 207 thru 210, as shown on a plat of Crofton, Section Three, Plat Five recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 33 at Folio 74, the following nine courses and distances, viz: (3) South 27 degrees 44 minutes 58 seconds East 134.93 feet, (4) South 07 degrees 06 minutes 37 seconds East 134.08 feet, (5) South 04 degrees 40 minutes 00 seconds West 168.79 feet, (6) South 03 degrees 09 minutes 25 seconds West 73.51 feet, (7) South 00 degrees 02 minutes 31 seconds West 78.16 feet, (8) South 03 degrees 04 minutes 27 seconds East 73.56 feet, (9) South 06 degrees 05 minutes 45 seconds East 73.56 feet, (10) South 08 degrees 53 minutes 12 seconds East 62.32 feet, and (11) South 10 degrees 10 minutes 00 seconds East 705.24 feet, thence with the rear of lots 218 thru 226 as shown on a plat of Crofton, Section Three, Plat Seven recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 33 at Folio 75, (12) North 79 degrees 30 minutes 30 seconds East 502.56 feet, thence with the rear of lot 238 of said plat, (13) North 10 degrees 25 minutes 37 seconds West 138.41 feet, thence with the rear of lot 239 of said plat, erroneously called 161.12 feet, (14) North 39 degrees 05 minutes 34 seconds East 161.62 feet to point no. 9 as shown on said plat, thence with the rear of lots 245 thru 247, 252 and 253, 255 thru 259 of the plat of Crofton Section One, Plat Four recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 33, at Folio 15, the following nine courses and distances, viz: (15) North 40 degrees 23 minutes 18 seconds West 136.09 feet, (16) North 01 degrees 47 minutes 12 seconds East 265.75 feet, (17) North 02 degrees 57 minutes 44 seconds West 129.04 feet, (18) North 51 degrees 30 minutes 00 seconds East 45.00 feet, (19) North 36 degrees 08 minutes 54 seconds West 91.23 feet, (20) North 23 degrees 09 minutes 54 seconds West 106.27 feet, (21) North 08 degrees 05 minutes 14 seconds West 106.27 feet, (22) North 06 degrees 29 minutes 17 seconds East 154.22 feet, and (23) North 53 degrees 53 minutes 16 seconds East 74.91 feet, thence with the Northeast property line of lot 259, (24) South 59 degrees 23 minutes 14 seconds East 95.00 feet to the Northwest side of Eton Way, as shown on said plat, thence with said Eton Way the following two courses and distances, viz: (25) 124.44 feet along the arc of a curve to the right having a radius of 285.00 feet, and (26) North 55 degrees 37 minutes 50 seconds East 152.00 feet, thence with the Southwest property line of lot 84 as shown on said plat and with the rear of lots 75 thru 83 as shown on a plat of Crofton, Section One, Plat Three recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 33 at Folio 14, the following seven courses and distances, viz: (27) North 34 degrees 22 minutes 10 seconds West 93.45 feet, (28) North 40 degrees 49 minutes 43 seconds West 70.07 feet, (29) North 57 degrees 51 minutes 52 seconds West 69.77

feet, (30) North 67 degrees 14 minutes 40 seconds West 70.21 feet,
(31) North 76 degrees 39 minutes 16 seconds West 70.21 feet,
(erroneously called North 76 degrees 32 minutes 16 seconds West),
(32) North 84 degrees 01 minutes 32 seconds West 39.82 feet, and
(33) North 86 degrees 41 minutes 30 seconds West 432.91 feet to
the East side of Eton Way, as shown on said plat, thence with the
East side of Eton Way as shown on the plat Firstly mentioned above,
(34) 12.79 feet along the arc of a curve to the right having a
radius of 297.00 feet, to the place of beginning, containing 23.84
acres of land, more or less, and being the Third, Fourth and Fifth
green of the Crofton Golf Course.

"EXHIBIT A"

PARCEL AA-2

BEGINNING for the same on the Southeast side of Spring Green Avenue at point no. 43 as proposed on the plat of Crofton, Section Seven, Plat Twelve, unrecorded, and running thence with said Southeast side of Avenue (1) 150.29 feet along the arc of a curve to the left having a radius of 973.66 feet to point no. 42 as shown on said plat, thence with the outline of said plat along the rear of lots 1190 and 1182 and continuing with the rear of lots 1181 thru 1169 and with the Southeast property line of lot 1169 of the plat of Crofton, Section Seven, Plat Thirteen, unrecorded, the following 10 courses and distances, viz: (2) South 63 degrees 35 minutes 20 seconds East 373.82 feet, (3) South 67 degrees 16 minutes 02 seconds East 168.62 feet, (4) South 70 degrees 57 minutes 32 seconds East 168.58 feet, (5) South 74 degrees 54 minutes 34 seconds East 168.58 feet, (6) South 78 degrees 51 minutes 24 seconds East 168.58 feet, (7) South 82 degrees 48 minutes 12 seconds East 168.58 feet, (8) South 85 degrees 42 minutes 19 seconds East 83.32 feet, (9) South 86 degrees 19 minutes 06 seconds East 400.00 feet, (10) South 73 degrees 34 minutes 02 seconds East 144.68 feet, and (11) North 52 degrees 31 minutes 45 seconds East 84.69 feet to point no. 3 as shown on the plat Secondly mentioned above, being the Southwest side of Swinburne Avenue, thence leaving said unrecorded plat and running with Swinburne Avenue approximately as proposed, the following 2 courses and distances, viz: (12) South 37 degrees 28 minutes 15 seconds East 256.04 feet, and (13) South 33 degrees 15 minutes 07 seconds East 80.76 feet, more or less, thence leaving the proposed Swinburne Avenue and running with the rear of lots which are proposed but not platted, the following ten courses and distances, viz: (14) South 63 degrees 53 minutes 48 seconds West 166.41 feet, more or less, (15) South 81 degrees 45 minutes 33 seconds West 146.51 feet, (16) South 89 degrees 35 minutes 26 seconds West 140.00 feet, (17) North 70 degrees 35 minutes 26 seconds West 140.00 feet, (18) North 84 degrees 15 minutes 04 seconds West 258.71 feet, (19) South 85 degrees 04 minutes 21 seconds West 339.71 feet, (20) South 78 degrees 49 minutes 09 seconds West 255.95 feet, (21) North 65 degrees 07 minutes 20 seconds West 170.23 feet, (22) South 88 degrees 57 minutes 27 seconds West 242.50 feet, (23) North 65 degrees 58 minutes 30 seconds West 110.02 feet, and (24) North 65 degrees 58 minutes 25 seconds West 90.87 feet, to point no. 46 as shown on the unrecorded plat Firstly mentioned above, thence with the rear of lots 1282 thru 1286 of said plat, the following 4 courses and distances, viz: (24) North 05 degrees 55 minutes 47 seconds West 95.44 feet, (25) North 11 degrees 38 minutes 19 seconds West 89.92 feet, (26) North 57 degrees 08 minutes 33 seconds West 79.40 feet, and (27) North 38 degrees 48 minutes 12 seconds West 292.22 feet to the place of beginning, containing 15.73 acres of land, more or less, and being the Eleventh green of Crofton Golf Course.

"EXHIBIT A"

PARCEL AA-3

BEGINNING for the same at the northeast corner of Lot 193 on the Northwest side of Eton Way as shown on a plat of Crofton, Section One, Plat Two recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 33 at Page 13, and running thence with said Northwest side of Eton Way the following four courses and distances, viz: (1) 38.09 feet along the arc of a curve to the left having a radius of 332.00 feet; (2) North 35° 00' 00" East 142.00 feet; (3) 136.62 feet along the arc of a curve to the left having a radius of 247.00 feet, and (4) North 03° 18' 30" East 43.34 feet, thence leaving Eton Way and running with the South side and rear of Lot 50 and the rear of part of Lots 48 thru 35 of said plat and with the rear of Lot 34 thru part of the rear of Lot 25 as shown on a plat of Crofton, Section One, Plat One recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 33 at Page 12, and with the rear of Lots 17 thru 9 of the lastly mentioned plat, the following twenty-five courses and distances, viz: (5) North 86° 41' 30" West 85.00 feet; (6) North 37° 58' 02" West 115.67 feet; (7) South 88° 04' 20" West 27.00 feet; (8) South 84° 52' 54" West 76.40 feet; (9) South 81° 41' 26" West 76.40 feet; (10) South 78° 29' 58" West 76.40 feet; (11) South 75° 18' 30" West 76.40 feet; (12) South 72° 07' 02" West 76.40 feet; (13) South 68° 55' 34" West 76.40 feet; (14) South 65° 44' 06" West 76.40 feet; (15) South 62° 44' 56" West 66.59 feet; (16) South 61° 21' 30" West 548.00 feet; (17) South 60° 54' 42" West 22.62 feet; (18) South 58° 50' 19" West 82.44 feet; (19) South 55° 45' 21" West 73.79 feet; (20) South 52° 46' 00" West 77.71 feet; (21) South 49° 42' 00" West 77.71 feet; (22) South 46° 38' 59" West 76.91 feet; (23) South 43° 40' 34" West 73.79 feet; (24) South 30° 13' 46" West 83.37 feet; (25) South 38° 29' 00" West 25.36 feet; (26) South 51° 30' 00" East 220.15 feet; (27) South 16° 30' 00" East 105.00 feet; (28) South 30° 00' 00" West 208.00 feet, and (29) South 24° 29' 30" West 410.71 feet, thence leaving said plat for five new lines of division as now established, (30) South 26° 53' 10" West 661.47 feet; (31) South 03° 06' 42" East 304.89 feet; (32) South 02° 03' 58" West 241.68 feet; (33) South 30° 52' 20" West 313.45 feet, and (34) South 47° 41' 04" West 121.83 feet, to point no. 48 at the rear of Lot 1299 of a plat of Crofton, Western Apartment Area and Section Seven, Plat Eleven, unrecorded, thence with the rear of Lots 1299 thru 1287 of said plat the following six courses and distances, viz: (35) South 20° 39' 56" East 291.78 feet; (36) South 25° 12' 56" East 269.75 feet; (37) South 26° 12' 42" East 100.00 feet, (38) South 24° 12' 32" East 100.00 feet; (39) South 29° 02' 22" East 179.44 feet; and (40) South 49° 34' 02" East 114.02 feet, to point no. 42 on the Northwest side of Spring Green Avenue, thence with said Northwest side of Spring Green Avenue, (41) 334.82 feet along the arc of a curve to the left having a radius of 923.66 feet, to point no. 15 as shown on a plat of Crofton, Section Seven, Plat Twelve, unrecorded, thence with the rear of lots 1224 thru 1229 as shown on said plat, the following five courses and distances, viz: (42) North 41° 53' 22" West 344.10 feet; (43) North 07° 36' 00" West 267.96 feet; (44) North 87° 58' 43" East 85.05 feet; (45) North 79° 55' 51" East 108.67 feet; and (46) North 76° 05' 32" East 57.91 feet, to point no. 2 as shown, on a plat of Crofton, Section Seven, Recreation Area, unrecorded, thence with and binding on the outline of said recreation area, the following twenty-two courses and distances, viz: (47) North 10° 29' 47" West 596.65 feet; (48) North 77° 02' 30" East 65.93 feet; (49) South 29° 29' 27" East 29.09 feet; (50) South 78° 38' 56" East 21.80 feet; (51) North 19° 58' 54" East 34.44 feet; (52) North 80° 58' 49" East 72.59 feet; (53) North 51° 51' 53" East 21.83 feet; (54) South 46° 47' 12" East 20.18 feet; (55) South 03° 18' 59" West 44.95 feet; (56) North 82° 28' 18" East 43.35 feet; (57) North 30° 26' 34" East 40.74 feet; (58) South 48° 08' 53" East 19.83 feet; (59) North 76° 42' 32" East 24.62 feet; (60) South 07° 47' 40" East

26.32 feet; (61) South 42° 31' 21" East 17.67 feet; (62) North 60° 09' 02" East 97.97 feet; (63) South 78° 15' 45" East 34.16 feet; (64) North 65° 47' 12" East 41.96 feet; (65) South 42° 45' 18" East 46.03 feet; (66) North 87° 06' 17" East 23.06 feet; (67) South 80° 49' 52" East 80.98 feet; and (68) South 03° 37' 52" East 53.03 feet, to point no. 24 as shown on the lastly mentioned unrecorded plat, being the rear corner of lots 1238 and 1239 of Crofton, Section Seven, Plat Twelve, unrecorded, as aforesaid, thence with the North property line and the East property line of said lot the following two courses and distances, viz: (69) North 86° 22' 08" East 245.86 feet; and (70) South 12° 43' 23" East 130.00 feet, to point no. 23 as shown on a plat of Crofton, Section Seven, Plat Thirteen, unrecorded, thence with the rear of lots 1249, 1250 and 1251 as shown on said plat the following three courses and distances, viz: (71) North 76° 40' 49" East 35.00 feet; (72) South 57° 57' 22" East 259.02 feet; and (73) South 32° 51' 30" East 270.40 feet to point no. 26 as shown on said plat, thence for five new lines of division as now established, viz: (74) North 31° 53' 37" East 45.00 feet; (75) South 83° 32' 48" East 79.90 feet; (76) South 57° 51' 46" East 184.23 feet; (77) South 49° 02' 43" East 284.56 feet; and (78) South 25° 00' 03" East 434.29 feet, to point no. 43 as shown on a plat of Crofton, Section Seven, Plat Thirteen, as aforesaid thence with the East line of Lot 1272 as shown on said plat the following two courses and distances, viz: (79) South 25° 00' 03" East 83.71 feet; and (80) South 24° 04' 39" West 175.00 feet, to the Northeast side of Swinburne Avenue, thence with said Swinburne Avenue the following two courses and distances, viz: (81) 149.97 feet along the arc of a curve to the right having a radius of 302.01 feet; and (82) South 37° 28' 15" East 20.00 feet, to point no. 2 as shown on the aforesaid plat, thence continuing with the Northeast side of Swinburne Avenue as proposed but not platted, (83) South 37° 28' 15" East 123.30 feet, thence for eight new lines of division as now established, (84) North 52° 31' 45" East 119.30 feet; (85) North 01° 18' 49" East 358.99 feet; (86) North 85° 59' 59" East 143.35 feet; (87) South 16° 14' 34" East 132.28 feet; (88) South 58° 01' 45" East 351.28 feet; (89) South 72° 19' 40" East 451.30 feet; (90) South 68° 07' 26" East 284.49 feet; and (91) South 85° 50' 55" East 124.33 feet, thence with the rear of proposed lots which are not platted, the following seven courses and distances, viz: (92) Due North 245.00 feet; (93) North 35° 35' 27" East 125.43 feet; (94) South 74° 44' 42" East 262.24 feet; (95) South 66° 30' 05" East 175.56 feet; (96) South 51° 12' 12" East 196.31 feet; (97) South 40° 10' 23" East 319.33 feet; and (98) South 19° 23' 30" East 102.96 feet, to the Northwest side of Crofton Parkway as now established but not platted, thence with said Northwest side of Crofton Parkway the following two courses and distances, viz: (99) North 70° 36' 30" East 243.63 feet, and (100) 14.12 feet along the arc of a curve to the left having a radius of 355.00 feet, thence leaving Crofton Parkway and following the outline of two more lots, not platted, (101) North 21° 40' 11" West 119.74 feet; and (102) North 50° 38' 56" East 123.99 feet, to the parcel of land set aside for the elevated tank, thence with said parcel of land the following eleven courses and distances, viz: (103) 75.52 feet along the arc of a curve to the left having a radius of 290.00 feet and a chord bearing North 62° 30' 03" West 75.30 feet; (104) 146.49 feet along the arc of a curve to the right having a radius of 310.00 feet and a chord bearing North 56° 24' 55" West 145.13 feet; (105) North 42° 52' 44" West 18.82 feet; (106) South 47° 07' 16" West 47.50 feet; (107) North 42° 52' 44" West 110.00 feet; (108) North 47° 07' 16" East 115.00 feet; (109) South 42° 52' 44" East 110.00 feet; (110) South 47° 07' 16" West 47.50 feet; (111) South 42° 52' 44" East 18.82 feet; (112) 137.04 feet along the arc of a

curve to the left having a radius of 290.00 feet and a chord bearing South 56° 24' 55" East 135.77 feet; and (113) 80.72 feet along the arc of a curve to the right having a radius of 310.00 feet and a chord bearing South 62° 30' 03" East 80.49 feet, thence continuing with the outline of lots, which are not platted, the following twenty courses and distances, viz: (114) North 19° 49' 42" East 116.92 feet; (115) North 12° 11' 19" West 127.88 feet; (116) North 46° 49' 18" West 400.42 feet; (117) North 32° 13' 54" West 348.74 feet; (118) South 86° 04' 54" West 219.51 feet; (119) North 82° 09' 03" West 461.32 feet; (120) South 61° 45' 32" West 259.94 feet; (121) North 79° 38' 42" West 305.98 feet; (122) North 63° 01' 28" West 811.27 feet; (123) North 75° 37' 42" West 290.08 feet; (124) North 84° 30' 03" West 323.48 feet; (125) North 49° 05' 08" West 99.25 feet; (126) North 17° 22' 57" West 120.50 feet; (127) North 41° 08' 04" East 104.89 feet; (128) North 74° 42' 29" East 409.50 feet; (129) North 65° 38' 31" East 441.28 feet; (130) North 88° 45' 54" East 603.14 feet; (131) South 78° 41' 24" East 81.58 feet; (132) North 13° 53' 10" East 104.05 feet; and (133) North 61° 04' 25" East 215.22 feet, to the West side of Crofton Parkway as established but not platted, thence with said West side of Crofton Parkway, the following two courses and distances, viz: (134) 170.07 feet along the arc of a curve to the right having a radius of 1073.06 feet and a chord bearing North 21° 32' 26" West 169.90 feet; and (135) North 17° 00' 00" West 67.30 feet to point no. 9 of a plat of Crofton, Section Four, Plat Six recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 34 at Page 15, thence leaving Crofton Parkway and running with the South lot line of Lot 108, (136) South 73° 00' 00" West 120.00 feet, thence with the rear of lots 108 thru 46 and 44 thru 93 as shown on said plat the following ten courses and distances, viz: (137) North 17° 00' 00" West 262.00 feet; (138) North 16° 43' 20" West 83.54 feet; (139) North 14° 25' 56" West 85.67 feet; (140) North 11° 43' 12" West 85.67 feet; (141) North 09° 00' 28" West 85.67 feet; (142) North 06° 17' 44" West 85.67 feet; (143) North 03° 35' 00" West 85.67 feet; (144) North 00° 53' 58" West 84.97 feet; (145) North 00° 09' 00" East 80.00 feet; and (146) North 29° 36' 25" West 370.23 feet, to point no. 20 as shown on said plat, thence with the outline of Lot 113, thru 116 and the rear and West line of Lot 118 of the plat of Crofton, Section One, Plat Four recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 33, at Page 15, the following five courses and distances, viz: (147) North 37° 07' 36" West 54.67 feet; (148) North 81° 31' 45" West 99.81 feet; (149) North 34° 22' 10" West 263.00 feet; (150) South 52° 27' 03" West 90.14 feet, and (151) North 34° 22' 10" West 115.00 feet, to the Southeast side of Eton Way as shown on said plat, thence with said Southeast side of Eton Way the following two courses and distances, viz: (152) South 55° 37' 50" West 62.00 feet, to point no. 18 as shown on said plat, and (153) 197.87 feet along the arc of a curve to the left having a radius of 235.00 feet, thence leaving Eton Way and running with the North line of lot 119 and the rear line of Lots 119 thru 127 as shown on said plat the following six courses and distances, viz: (154) South 82° 36' 40" East 105.00 feet; (155) South 06° 01' 15" East 60.30 feet; (156) South 46° 03' 41" East 59.78 feet; (157) South 38° 30' 00" East 332.33 feet; (158) South 25° 35' 50" East 185.62 feet; and (159) South 20° 04' 54" East 86.09 feet, to point no. 35 as shown on a plat of Crofton, Section Three, Plat Seven recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 33 at Page 75, thence with the rear of Lots 218 thru 153 as shown on said plat the following fifteen courses

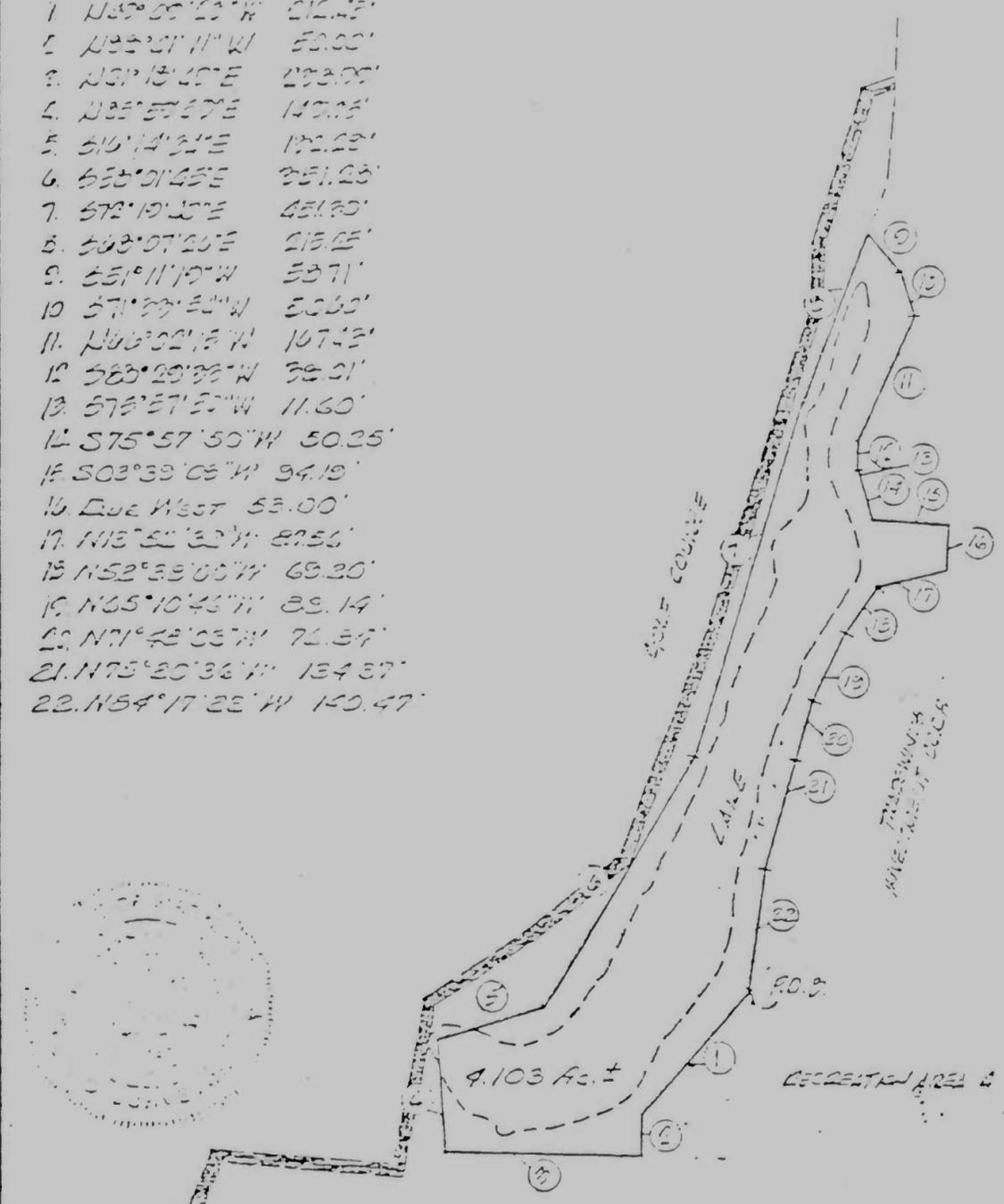
and distances, viz: (160) South 14° 08' 44" East 96.19 feet; (161) South 04° 59' 40" East 85.74 feet; (162) South 07° 50' 00" East 462.40 feet; (163) South 35° 06' 15" West 183.32 feet; (164) South 79° 00' 00" West 667.88 feet; (165) South 78° 19' 17" West 36.83 feet; (166) South 76° 14' 25" West 76.12 feet; (167) South 73° 26' 07" West 76.12 feet; (168) South 70° 37' 49" West 76.12 feet; (169) South 67° 53' 13" West 77.04 feet; (170) South 75° 19' 20" West 113.11 feet; (171) North 89° 40' 04" West 113.11 feet; (172) North 75° 17' 54" West 103.51 feet; (173) North 61° 34' 10" West 103.51 feet; (174) North 49° 04' 13" West 93.11 feet, to point no. 22 as shown on a plat of Crofton, Section Three, Plat Five recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 33 at Page 74, thence with the rear of lots 154 thru 163, 165 thru 169 and 171 thru 177 as shown on said plat the following fifteen courses and distances, viz: (175) North 46° 00' 00" West 137.55 feet; (176) North 61° 30' 00" West 168.36 feet; (177) North 77° 00' 00" West 430.79 feet; (178) North 53° 32' 35" West 104.13 feet; (179) South 58° 09' 53" West 188.98 feet; (180) North 59° 35' 39" West 187.36 feet; (181) North 01° 00' 00" East 193.34 feet; (182) North 59° 58' 52" East 196.56 feet; (183) North 04° 07' 23" East 101.84 feet; (184) North 06° 15' 20" East 98.83 feet; (185) North 17° 42' 52" East 98.83 feet; (186) North 29° 13' 19" East 99.67 feet; (187) North 29° 23' 49" East 69.32 feet; (188) North 18° 12' 57" East 74.39 feet; and (189) North 15° 00' 00" East 80.00 feet, to point no. 1 as shown on the plat lastly mentioned above, thence with the rear of lots 178 thru 193 and with the Northeast property line of 193 as shown on the plat firstly mentioned above the following twelve courses and distances, viz: (190) North 06° 23' 05" East 53.93 feet; (191) North 03° 04' 14" West 87.73 feet; (192) North 07° 21' 48" East 100.40 feet, erroneously shown on plat as North 07° 21' 58" East; (193) North 19° 05' 52" East 100.40 feet; (194) North 30° 49' 56" East 100.40 feet; (195) North 42° 34' 00" East 100.40 feet; (196) North 54° 18' 04" East 100.40 feet; (197) North 66° 02' 08" East 100.40 feet; (198) North 72° 42' 05" East 13.69 feet; (199) North 73° 30' 00" East 482.66 feet; (200) North 68° 54' 55" East 135.77 feet; and (201) South 48° 25' 36" East 95.00 feet, to the place of beginning, containing 142.29 acres of land, more or less, being the First, Second, Sixth, Seventh, Eighth, Ninth, Tenth, Twelfth, Thirteenth, Fourteenth, Fifteenth, Sixteenth, Seventeenth, Eighteenth greens of the Crofton Golf Course.

PARCEL AA-4

BEGINNING for the same at a point on the outline of the plat entitled Crofton, Section 10, Recreation Area recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 36, at Page 47, said point being North 49 degrees 09 minutes 23 seconds West 73.90 feet from point number 5 as shown on said plat, said point also being at the end of the Seventh or North 49 degree 09 minute 23 second West 73.90 line of that Fourth parcel of that land which by deed dated December 31, 1968 and recorded among the Land Records of Anne Arundel County, Maryland in Liber MSH 2235, at folio 80 was granted and conveyed by Crofton Corporation to Tradewinds Investment Corporation, running thence with and binding on the outline of said plat the following two (2) courses and distances, viz: (1) North 49 degrees 09 minutes 23 seconds West 212.45 feet, to point number 4, thence (2) North 88 degrees 41 minutes 11 seconds West 50.00 feet, thence leaving the outline of said plat for the following six (6) new lines of division as now established, (3) North 01 degrees 18 minutes 49 seconds East 238.99 feet, (4) North 85 degrees 59 minutes 59 seconds East 143.35 feet, (5) South 16 degrees 14 minutes 34 seconds East 132.28 feet, (6) South 58 degrees 01 minutes 45 seconds East 351.28 feet, (7) South 72 degrees 19 minutes 40 seconds East 451.30 feet, and (8) South 68 degrees 07 minutes 26 seconds East 215.25 feet to a point at the end of the Eleventh or North 51 degree 11 minutes 19 seconds East 58.71 feet line of that parcel of land which by deed dated August 27, 1969 and recorded among the Land Records of Anne Arundel County, Maryland in Liber MSH 2308 at Folio 292 was granted and conveyed by Tradewinds Investment Corporation to Harbor Investment Inc., thence running reversely with the Eleventh, Tenth, Ninth, Eighth and Seventh lines of said parcel the following five (5) courses and distances, viz: (9) South 51 degrees 11 minutes 19 seconds West 58.71 feet, (10) South 71 degrees 33 minutes 54 seconds West 50.60 feet, (11) North 66 degrees 02 minutes 15 seconds West 167.43 feet, (12) South 88 degrees 29 minutes 33 seconds West 38.01 feet, and (13) South 75 degrees 57 minutes 50 seconds West 11.60 feet to the end of the Sixteenth line of the Fourth parcel of that land described in the deed firstly mentioned above thence running reversely with the Sixteenth, Fifteenth, Fourteenth, Thirteenth, Twelfth, Eleventh, Tenth and Ninth line of said parcel the following eight (8) courses and distances, viz: (14) South 75 degrees 57 minutes 50 seconds West 50.25 feet, (15) South 03 degrees 39 minutes 08 seconds West 94.19 feet, (16) Due West 53.00 feet, (17) North 13 degrees 52 minutes 39 seconds West 87.56 feet, (18) North 52 degrees 38 minutes 00 seconds West 69.20 feet, (19) North 65 degrees 10 minutes 46 seconds West 88.14 feet, (20) North 71 degrees 48 minutes 03 seconds West 76.84 feet, (21) North 75 degrees 20 minutes 36 seconds West 134.37 feet, and (22) North 84 degrees 17 minutes 22 seconds West 140.47 feet to the point of beginning. Containing 4.103 acres of land as now established by C. D. Messick, Jr. and Associates, Inc. and shown on the plat attached hereto and intended to be recorded herewith.

See Plat on next page.

- BEARING & DIST
1. N39°00'00"W 212.25'
 2. N39°01'11"W 50.00'
 3. N39°13'25"E 200.00'
 4. N39°50'37"E 140.25'
 5. S10°14'31"E 172.25'
 6. S53°01'45"E 251.25'
 7. S72°19'25"E 451.25'
 8. S68°07'20"E 213.25'
 9. S51°11'19"W 537.1'
 10. S71°39'50"W 500.0'
 11. N06°32'15"W 107.43'
 12. S63°29'33"W 38.01'
 13. S73°57'27"W 11.60'
 14. S75°57'50"W 50.25'
 15. S03°39'05"W 94.19'
 16. Due West 53.00'
 17. N13°52'32"W 87.56'
 18. N52°33'00"W 69.20'
 19. N65°10'43"W 89.14'
 20. N71°43'03"W 74.37'
 21. N73°20'36"W 134.37'
 22. N54°17'23"W 140.47'



Russell E. Lowman
 RUSSELL E. LOWMAN REG. L. S. 3947 DATE 7-12-72

C. D. MESSICK, JR. & ASSOCIATES, INC.
 CONSULTING ENGINEERS & LAND SURVEYORS
 Professional Building
 21 WEST STREET ANNAPOLIS, MD.

PAT SHOWING FACIES TO BE COVERED BY
 CROFTON CORPORATION
 LAKE AREA
 L.L. TA. 525 WINE MOUNTAIN CO., MD.
 SCALE 1" = 200' DATE

"EXHIBIT A"

PARCEL AA-5

BEGINNING for the same at a point on and distant 86.47 feet from the end of the Tenth or South 49 degrees 02 minutes 43 seconds East 284.56 feet line of the First parcel of that land which by deed dated July 11, 1967 and recorded among the Land Records of Anne Arundel County, Maryland in Liber MSH 2091 at Folio 88 was granted and conveyed by Crofton Corporation to Port Enterprises, Inc., thence running with and binding on part of said line and part of the Eleventh line of the above mentioned conveyance, the following two courses and distances: (1) South 49 degrees 02 minutes 43 seconds East 86.47 feet, and (2) South 25 degrees 00 minutes 03 seconds East 143.01 feet, thence leaving said Eleventh line for two (2) new lines of division, as now established, (3) North 40 degrees 15 minutes 01 seconds West 162.19 feet, and (4) North 18 degrees 31 minutes 59 seconds West 65.92 feet to the place of beginning.

Containing 4,497 square feet of land, more or less.

"EXHIBIT A"

PARCEL AA-6

BOOK

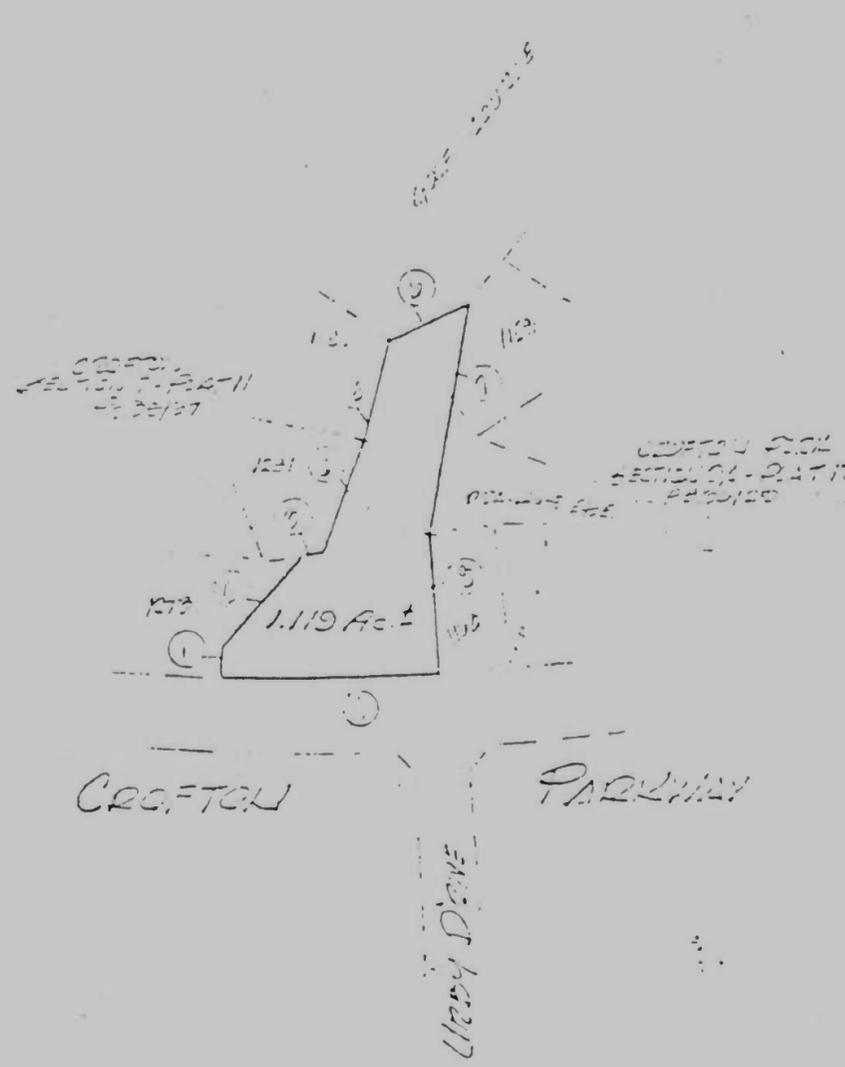
515 PAGE 307

BEGINNING for the same at a point number 51 on the East side of Crofton Parkway 80.00 feet wide as shown on the plat entitled Crofton, Section Seven, Plat Twelve and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 35, at Page 36, said point also being at the end of the First or North 52 degree 16 minute 04 second East 80.00 feet line of the Third parcel of that land which by deed dated November 20, 1967 and recorded among the Land Records of Anne Arundel County, Maryland in liber MSH 2129 at Folio 554 was granted and conveyed by Port Enterprises Inc. to Levitt and Sons, Incorporated, leaving said Crofton Parkway and running thence with the outline of said plat for the following five (5) courses and distances, viz: and passing over points number 50, 49, 48, 47 on said plat, (1) North 52 degrees 16 minutes 04 seconds East 35.00 feet, (2) South 86 degrees 36 minutes 27 seconds East 130.00 feet, (3) South 44 degrees 43 minutes 33 seconds East 20.00 feet, (4) North 70 degrees 15 minutes 14 seconds East 132.54 feet, and (5) North 64 degrees 52 minutes 14 seconds East 110.13 feet to point number 46 thence leaving said outline for a new line of division, (6) South 65 degrees 58 minutes 25 seconds East 90.87 feet to point number 5 as shown on the outline of the plat entitled Crofton Park, Section Nine-A, Plat Seventeen and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 36 at Page 29, thence running reversely with the Fourth line of that parcel of land mentioned above, and passing over point number 42 on the Lastly mentioned plat at 100.00 feet, (7) South 58 degrees 57 minutes 30 seconds West 252.10 feet to point number 4 on said plat, thence running with the outline of said plat and reversely with the Third line of that parcel of land mentioned above, (8) South 46 degrees 13 minutes 39 seconds West 149.86 feet to point number 3 on the East side of Crofton Parkway as shown on the Lastly mentioned plat, thence running with and binding on Crofton Parkway and also reversely with the Second line of that parcel of land mentioned above, (9) 237.20 feet along the arc of a curve to the right having a radius of 2250.00 feet to the point of beginning, containing 1.119 acres of land, more or less, as now established by C. D. Messick, Jr. and Associates, Inc. and shown on the plat attached hereto and intended to be recorded herewith.

See Plat on next page.

BEARING DISTANCES
 1. 122° 30' 00" 135.00'
 2. 100° 00' 00" 100.00'
 3. 100° 00' 00" 100.00'
 4. 100° 00' 00" 100.00'
 5. 100° 00' 00" 100.00'
 6. 100° 00' 00" 100.00'
 7. 100° 00' 00" 100.00'
 8. 100° 00' 00" 100.00'
 9. 100° 00' 00" 100.00'

TRIP NORTH



4-12-71
 RUSSELL E. LOWMAN REG. L. S. 3947 DATE

C. D. MESSICK, JR. & ASSOCIATES, INC.
 CONSULTING ENGINEERS & LAND SURVEYORS
 Professional Building
 21 WEST STREET ANNAPOLIS, MD.

PART SHOWN HERE TO BE CONVEYED
 CROFTON CORPORATION
 SUSTAINMENT FUNDING CO. MD.
 SCALE DATE

515 PAGE 309

"EXHIBIT A"

PARCEL AA-7

BEGINNING for the first at the beginning of the fourth (4th) or North 58° 57' 30" East, 252.10 foot line of the third parcel described in a Deed dated July 11, 1967 from Crofton Corporation to Port Enterprises, Inc. and recorded among the Land Records of Anne Arundel County, Maryland, in Liber MSH No. 2091 at folio 88; thence binding on said fourth line, (1) North 58° 57' 30" East, 152.10 feet; thence leaving said fourth line and running for lines of division through the aforementioned third parcel the following ten (10) courses and distances: (2) South 11° 15' 49" West, 55.34 feet; (3) South 18° 40' 17" East, 173.76 feet; (4) South 55° 36' 54" East 106.95 feet; (5) South 49° 46' 18" East, 80.93 feet; (6) South 16° 55' 57" West, 41.37 feet; (7) North 68° 20' 17" West, 70.09 feet; (8) North 50° 55' 46" West, 138.97 feet; (9) North 23° 22' 34" West, 81.32 feet; (10) North 43° 28' 15" West, 72.85 feet; (11) North 48° 08' 09" West, 77.51 feet to the point of beginning.

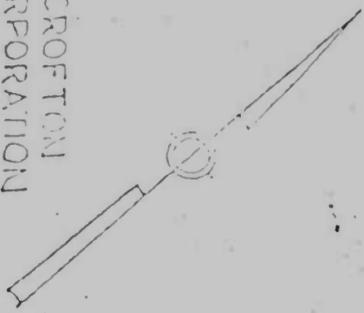
Containing 0.638 acres of land, more or less.

RESERVING, however, unto Levitt and Sons, Incorporated, a Delaware corporation, their successors or assigns, an easement or right of way for the installation, operation and maintenance of any and all storm drainage facilities and appurtenances thereto, together with the right of ingress and egress, in and through that portion of the above described 0.638 acre parcel, said easement or right of way reserved hereby being more particularly described as follows:

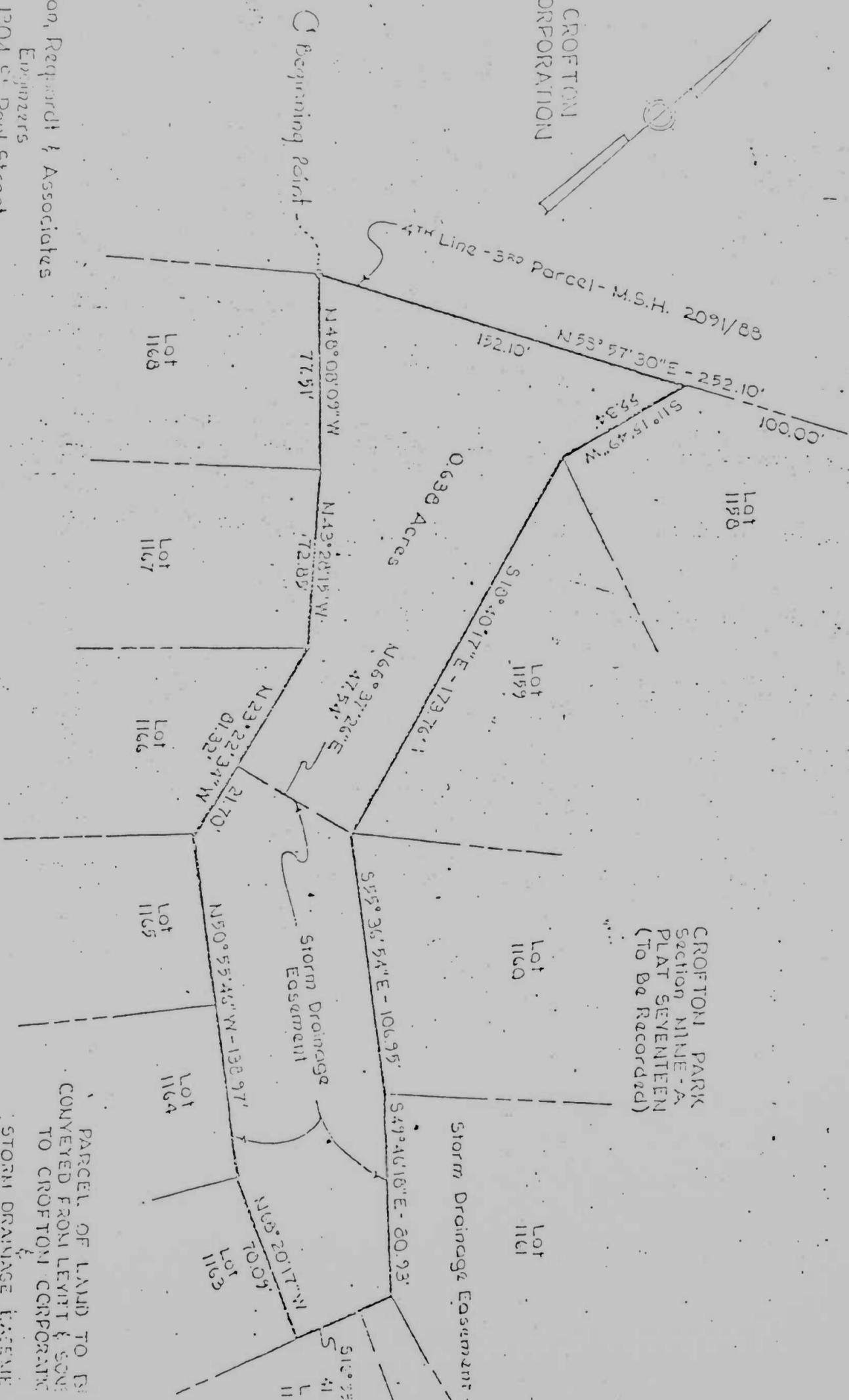
BEGINNING for said easement or right of way at the end of the third or South 18° 40' 17" East, 173.76 foot line of said 0.638 acre parcel; thence binding in whole on the fourth through the eighth lines and in part of the ninth line thereof the following six (6) courses and distances; (1) South 55° 36' 54" East, 106.95 feet; (2) South 49° 46' 18" East, 80.93 feet; (3) South 16° 55' 57" West, 41.37 feet; (4) North 68° 20' 17" West, 70.09 feet; (5) North 50° 55' 46" West, 138.97 feet; (6) North 23° 22' 34" West, 21.70 feet; thence leaving said ninth line and running for a line of division through said 0.638 acre parcel, (7) North 66° 37' 26" East, 47.54 feet to the point of beginning.

See Plat on next page -- Recorded in Liber 2164, folio 217.

CROFTON CORPORATION



Whitman, Reardon & Associates
Engineers
1204 St. Paul Street
Baltimore 2, Maryland



CROFTON PARK
Section NINE-A
PLAT SEVENTEEN
(To Be Recorded)

PARCEL OF LAND TO BE
CONVEYED FROM LEVERT & SONS
TO CROFTON CORPORATION
STORM DRAINAGE EASEMENT
Second Election District
Anne Arundel County, A
Scale: 1"=50'

"EXHIBIT A"

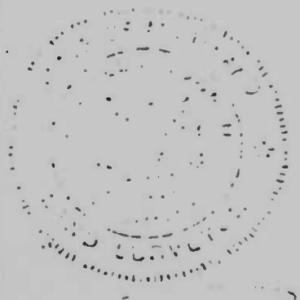
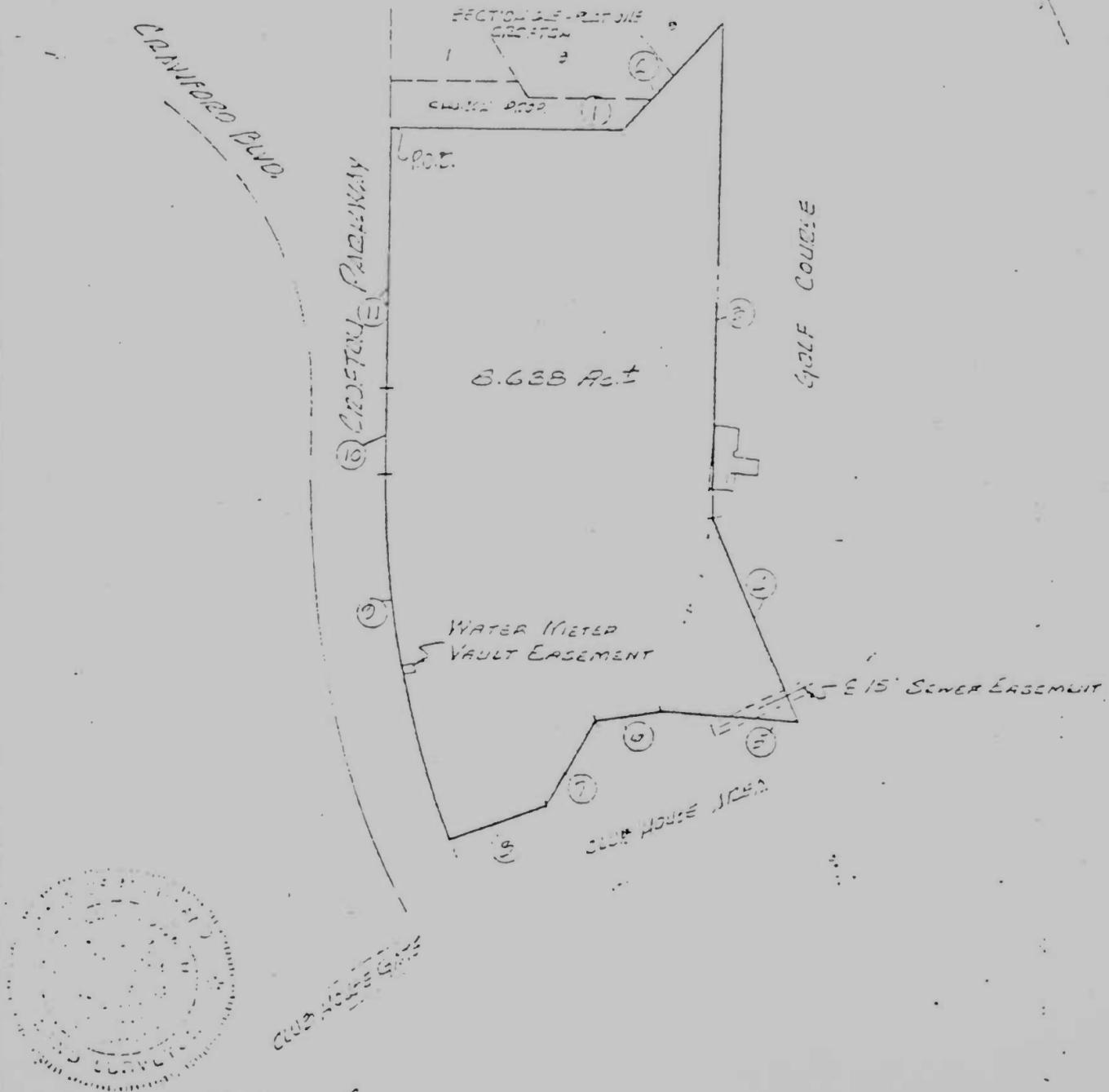
PARCEL M-1

BEGINNING for the same on the East side of Crofton Parkway at the end of the Eleventh or North 65 Degrees 20 Minutes 37 Seconds West 301.98 feet line of that parcel of land which by deed dated October 5, 1967 and recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.H. 2112 at Folio 192 was granted and conveyed by Crofton Corporation (formerly Crawford Home Builders Inc. of Washington) to The Trustees of The Presbytery of Baltimore, said point also being South 24 Degrees 29 Minutes 30 Seconds West 66.42 feet from the Southwest corner of Lot 1 as shown on the plat of Crofton, Section One, Plat One recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 33 at Page 12, leaving said Crofton Parkway and running thence with and binding reversely on the Eleventh, Tenth and Ninth lines of that parcel of land described in the deed mentioned above, (1) South 65 Degrees 20 Minutes 37 Seconds East 301.98 feet; and (2) North 67 Degrees 00 Minutes 00 Seconds East 204.26 feet thence leaving said line and running for the following six (6) courses and distances, viz: (3) South 26 Degrees 53 Minutes 10 Seconds West 661.47 feet, (4) South 03 Degrees 06 Minutes 42 Seconds East 304.89 feet, (5) North 61 Degrees 30 Minutes 07 Seconds West 195.00 feet, (6) North 78 Degrees 42 Minutes 52 Seconds West 82.09 feet, (7) South 54 Degrees 02 Minutes 29 Seconds West 125.49 feet, and (8) North 86 Degrees 00 Minutes 41 Seconds West 134.98 feet to the East side of the aforementioned Crofton Parkway, said point being 490.78 feet Southerly from point number 2 as shown on the plat of Crofton Section One Plat Ten recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 35 at Page 41, thence running with and binding on the East side of said Crofton Parkway, the following two (2) courses, (9) 490.78 feet along the arc of a curve to the right having a radius of 1310.00 feet to point number 2 on said plat, and (10) North 24 Degrees 29 Minutes 30 Seconds East 114.84 feet to point number 1 on said plat, said point also being point number 27 as shown on the plat Firstly mentioned above, thence continuing on the same bearing and running with and binding on the East side of said Crofton Parkway as aforesaid, (11) North 24 Degrees 29 Minutes 30 Seconds East 348.74 feet to the place of beginning containing 8.638 acres of land, more or less, as now established by C. D. Messick, Jr. and Associates, Inc. and shown on the plat attached hereto and intended to be recorded herewith.

See Plat on next page.

BEARING & DISTANCE

1.	S65°20'37"E	201.03'
2.	N57°05'30"E	200.26'
3.	S22°53'13"W	691.41'
4.	S52°04'22"E	200.00'
5.	N52°53'37"W	171.00'
6.	N75°40'52"W	31.00'
7.	S50°02'05"W	125.50'
8.	N30°05'41"W	131.00'
9.	S17°00'00"	245.00'
10.	N22°29'35"E	114.00'
11.	N24°20'30"E	345.77'



Russell E. Lowman - 9-12-72
 RUSSELL E. LOWMAN - REG. L. S. 3947 DATE

C. D. MESSICK, JR. & ASSOCIATES, INC.
 CONSULTING ENGINEERS & LAND SURVEYORS
 Professional Building
 21 WEST STREET ANNAPOLIS, MD.

CROFTON CORPORATION
 440 THE DIST. ANNAPOLIS, MD.
 SCALE 1"=250' DATE

"EXHIBIT A"

PARCEL AB-2

BEGINNING for the same at a point on the East side of Crofton Parkway, as previously established (unrecorded), being referenced Southerly along the East side of Crofton Parkway, the following two courses and distances from point no. 27, as shown on Section One, Plat One, Crofton as recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 33 at Page 12, (1) South 24 Degrees 29 Minutes 30 Seconds West 114.84 feet, and (2) 490.78 feet along the arc of a curve to the left having a radius of 1310.00 feet and a chord bearing South 13 Degrees 45 Minutes 33 Seconds West 487.92 feet, and running thence and leaving Crofton Parkway for nine (9) new lines of Division as now established, (1) South 86 Degrees 00 Minutes 41 Seconds East 134.98 feet, (2) North 54 Degrees 02 Minutes 29 Seconds East 125.49 feet, (3) South 78 Degrees 42 Minutes 52 Seconds East 82.09 feet, (4) South 61 Degrees 30 Minutes 07 Seconds East 195.00 feet, (5) South 02 Degrees 03 Minutes 58 Seconds West 181.68 feet, (6) South 37 Degrees 08 Minutes 02 Seconds West 217.00 feet, (7) South 61 Degrees 20 Minutes 53 Seconds West 110.53 feet, (8) North 69 Degrees 50 Minutes 33 Seconds West 84.16 feet, and (9) North 75 Degrees 29 Minutes 15 Seconds West 152.89 feet to the East side of Crofton Parkway, as aforesaid, thence with said East side of parkway, the following three courses and distances, viz: (10) 119.39 feet along the arc of a curve to the right having a radius of 676.53 feet and a chord bearing North 08 Degrees 47 Minutes 26 Seconds West 119.23 feet, (11) North 03 Degrees 44 Minutes 06 Seconds West 112.97 feet, (12) 154.59 feet along the arc of a curve to the right having a radius of 1310.00 feet and a chord bearing North 00 Degrees 21 Minutes 16 Seconds West 154.50 feet to the place of beginning, containing 4.42 acres of land, including improvements and appurtenances thereon, more or less, as now surveyed by C. D. Messick, Jr. & Associates, Inc. and shown on the plat attached hereto.

See Plat on next page.

"EXHIBIT A"

PARCEL AB-3

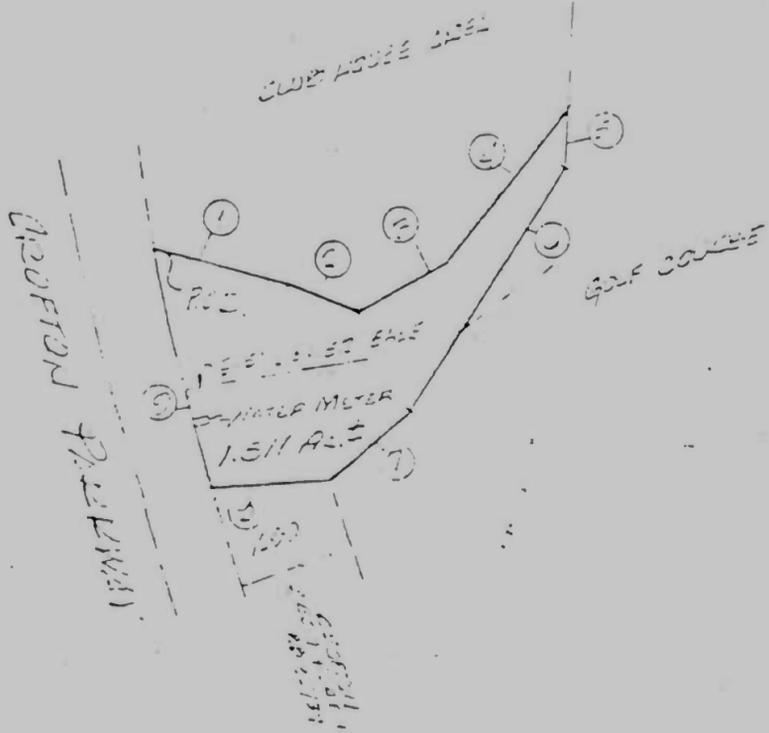
BEGINNING for the same at point number 5 on the East side of Crofton Parkway (variable width) as shown on the plat of Crofton, Section One, Plat Ten recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 35 at Page 41, leaving said Crofton Parkway and running thence for seven (7) new lines of division as now established, (1) South 75 degrees 29 minutes 15 seconds East 152.89 feet, (2) South 69 degrees 50 minutes 33 seconds East 84.16 feet, (3) North 61 degrees 20 minutes 53 seconds East 110.53 feet, (4) North 37 degrees 8 minutes 2 seconds East 217.00 feet, (5) South 2 degrees 3 minutes 58 seconds West 60.00 feet, (6) South 30 degrees 52 minutes 20 seconds West 313.46 feet, and (7) South 47 degrees 41 minutes 4 seconds West 121.83 feet to point number 48 on the outline of the plat of Crofton Western Apartment Area and Section Seven, Plat Eleven recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 35 at Page 37 said point also being the Northeast corner of Lot 1299 as shown on said plat, thence running with and binding on the North division line of said lot being also the outline of said plat, (8) South 87 degrees 18 minutes 15 seconds West 129.63 feet to point No. 1 on the East side of Crofton Parkway as shown on said plat, said point also being number 6 as shown on the plat firstly mentioned above, thence running with and binding on the East side of said Crofton Parkway as aforesaid, (9) 268.44 feet along the arc of a curve to the right having a radius of 4250.00 feet to the place of beginning containing 1.511 acres of land, more or less, as now established by C. D. Messick, Jr. and Associates, Inc. and shown on the plat attached hereto and intended to be recorded herewith.

See Plat on next page.

BEARINGS & DISTANCES

1. S75°20'00"E	151.00'
2. S60°50'00"E	50.00'
3. N51°20'00"E	100.00'
4. N75°00'00"E	20.00'
5. S75°00'00"W	50.00'
6. S50°50'00"W	50.00'
7. S67°51'55"W	121.35'
8. S57°10'15"W	120.00'
9. S. 1250.00'	1250.00'

PLANNING DISTRICT



Russell E. Lowman 4-12-74
 RUSSELL E. LOWMAN REG. L. S. 3947 DATE

C. D. MESSICK, JR. & ASSOCIATES, INC.
 CONSULTING ENGINEERS & LAND SURVEYORS
 Professional Building
 21 WEST STREET ANNAPOLIS, MD.

WITNESSED AND CORRECTED
 TO BE APPROVED BY
 CROFTON CORPORATION

SCALE DATE

SCHEDULE E

ALL OF those two contiguous and adjoining tracts, lots, pieces and parcels of ground situate, lying, and being in the second Assessment District of Anne Arundel County in the State of Maryland, and more particularly described as follows:

BEGINNING for the same at a pipe set at the beginning of the closing line of the conveyance from John Walch and Julie Walch, his wife to Anthony Walch by Deed dated February 4th, 1930, and recorded among the Land Records of Anne Arundel County in F.S.R. No. 96, folio 252, which point of beginning is on the Northwest edge of the Crain Highway; Thence with said closing line, as corrected to magnetic meridian of January 1942, North 71 degrees 36 minutes, West 224 feet to a large stone. Thence leaving Anthony Walch, North 71 degrees 36 minutes West 62.4 feet to a pipe on the Southernmost outline of the whole tract, as conveyed by John S. Marino and wife, to John Walch and wife by Deed dated November 26, 1923 as recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 84, folio 186. Thence leaving the outlines North 18 degrees 12 minutes East 150.0 feet to a pipe, thence South 71 degrees 36 minutes East 286.4 feet to a pipe set on the Northwest Edge of the Crain Highway, Thence binding on the Northwest Edge of said Highway, South 18 degrees 12 minutes West 150. feet to the beginning. Containing one acre more or less, according to a survey and plat by Edward Hall, Jr. County Surveyor in January 1942.

SAVING AND EXCEPTING THEREFROM that parcel which was conveyed in fee simple from Leonard J. Walch and Charlotte F. Walch, his wife, to the State of Maryland to the use of the State Roads Commission of Maryland by deed dated May 16, 1957 and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1120, folio 577.

AND THE SECOND of said parcels now containing 4.89 acres, more or less, and being further described in a deed from Rudolph F. Walch to Leonard J. Walch and Margaret H. Walch dated April 14, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 329, folio 258 as follows:

BEGINNING for the same at a pipe set on the South 72 degree 30 minute east line of the conveyance from John S. Marino and wife to John Walch and wife by deed dated November 26, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 84, folio 186, which point of beginning is at the end of the north 71 degree 26 minute west 62.4 foot line of the conveyance from Julie Walch to Leonard J. Walch by deed dated January 23, 1942, and recorded in Liber J.H.H. No. 254, folio 195, thence with the line of said conveyance to Leonard Walch, with magnetic meridian now and hereinafter referred to the magnetic datum of January, 1942, north 18 degrees 12 minutes east 150.0 feet to a pipe; thence leaving said conveyance north 70 degrees 36 minutes west 1356.8 feet to a pipe set on the bank of the Patuxent River 1.2 feet southwest of a spike in the east base of a 12-inch ash tree; thence with the meanders of the shore line of said river in a southerly direction 190 feet, more or less, to intersect the south 72 degree 30 minute east line hereinbefore referred to; thence binding on said line south 71 degrees 36 minutes east 1274.1 feet to the beginning, containing 4.89 acres, more or less, according to a survey by Edward Hall, Jr., County Surveyor in April, 1945.

208863

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 21061
 T/A: Boatland and/or Jenkins Boatland Glen Burnie, Maryland

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
 TOTAL 13.00
 #009850 0040 R03 715:03
 08/03/87

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

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

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

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

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, given as security for, or otherwise covered by, the chattel paper of each 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: Hardie J. Pastorek (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 .50
 #009850 0040 R03 715:10
 08/03/87

13.00

SCHEDULE A

BOOK 515 PAGE 319

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
BARETTA	191 cc	MHP24166F788
BARETTA	191ob	MHP24170F788
BARETTA	191ob	MHP24171F788
BARETTA	191cc	MHP24172F788

26,172.00

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

For Filing Officer	208860
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: Impact 3, Inc.
(Name or Names)
2600 Cabover Drive, Suite J, Hanover, MD 21076
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: ATLANTIC INDUSTRIAL CREDIT CORPORATION
(Name or Names)
Equitable Bank Bldg., 8767 Satyr Hill Rd., Baltimore, MD. 21234
(Address)

3. ASSIGNEE (if any) of SECURED PARTY: BALTIMORE FEDERAL FINANCIAL F.S.A.
(Name or Names)
Box 111 Fayette + St. Paul Sts. Balto. Md 21243
(Address)

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

One - 3M Model 537 Copier
 S/N GE 521102

RECORD FEE 11.00
 POSTAGE .50
 #009890 0040 R03 115:12
 08/03/87
 CK

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):
Impact 3, Inc.
 By: Richard B. Brown, Vice Pres.
(Title)
RICHARD BROWN V.P.
(Type or print name of person signing)

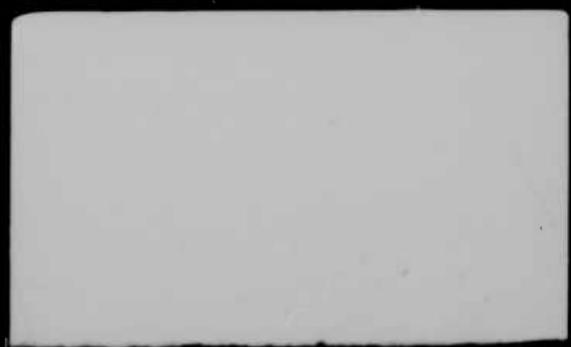
SECURED PARTY:
ATLANTIC INDUSTRIAL CREDIT CORPORATION
 By: Robert E. Polack, President
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: ATLANTIC INDUSTRIAL CREDIT CORPORATION
Equitable Bank Bldg., 8767 Satyr Hill Rd., Baltimore, MD. 21234

1105



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

No. of Additional Sheet(s) Presented

The Debtor is a transmitting utility

1. Debtor(s) (Last Name First) and Address(es) RONALD E. STOUT TAMMY A. DI DOMINIC LOT 276 WAYSON'S MH COURT LOTHIAN MD 20711	2. Secured Party(ies) Name(s) and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BLVD #245 WOODBRIDGE, VA 22191	4. For Filing Office: Date, Time, No. Filing Office
---	---	---

CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR

5. This Financing Statement covers the following type(s) or item(s) of property:
1986 SKYLINE ALLISON CUSTOM
70 X 14 SERIAL # 16110247V
*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

Proceeds of sale of the above property

6. Assignee(s) of Secured Party and Address(es)
RECORD FEE 12.00
POSTAGE .50

7. The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The timber 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: #009960 0040 R03 T15:19

No. X Street Town or City County Section Block 08/03/87

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)

RONALD E. STOUT TAMMY A. DI DOMINIC GREEN TREE ACCEPTANCE INC.

By: Ronald E Stout Tammy A Di Dominic Signature(s) of Debtor(s)
D. Chivine Signature(s) of Secured Party(ies)
 (Required only if item 10 is checked)

(1) FILING OFFICER COPY—NUMERICAL
 (3-83) STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

12.02

208871

BOOK 515 PAGE 322

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

1 Debtor(s) Name(s) and Address(es) ELIZABETH F. ALLEN 998 TEQUILA DRIVE LOTHIAN MD 20711		2 Secured Party(ies) Name(s) and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BLVD #245 WOODBRIDGE, VA 22191		3 <input type="checkbox"/> The Debtor is a transmitting utility	
				4 For Filing Officer Date Time No Filing Office RECORD FEE 11.00 POSTAGE .50 #009970 0040 R03 T15:20	

CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR

5 This Financing Statement covers the following type(s) of property:
1979 SCHULT
70 X 14 SERIAL # W156728701422-152278 + *filed etc*
"AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THEREON; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S ~~PRODUCT WARRANTY AND/OR PURCHASE AGREEMENT AND/OR RETAIL~~"

6 Assessor(s) of Secured Party and Address(es)
08/03/87
CK

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

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

9 Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction, 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.					
11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).					

ELIZABETH F. ALLEN
Elizabeth F. Allen
Signature(s) of Debtor(s)

GREEN TREE ACCEPTANCE INC.
[Signature]
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

11.03

208872

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ 6,500.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR
The Republican Party of Maryland
The Republican State Central Com-
(Name) mittee
60 West Street
(Address)
Annapolis, Maryland 21401

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
 Attn Cathy Lewis
(Name of Loan Officer)
18 West Street
(Address)
Annapolis, Maryland 21401

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
 #009980 0040 R03 715:21
 08/03/87
 CK

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

Record Owner, if different from the Debtor _____

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

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
 _____ (Seal)
(Signature)
Daniel E. Fleming
(Print or Type Name)

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

(Print or Type Name)

11.00
45.50



SCHEDULE "A"

BOOK 515 PAGE 324

<u>Qty.</u>	<u>Description</u>	
1	IBM PCAT Model 339	Serial# 5170-733257-9
	<i>w/30MB Hard Disk, 512K Memory, (1) 1.2 Floppy Drive</i>	
1	Amdek 410A Monitor	Serial # 124-3364
1	Hercules Monochrome Monitor Adapter	
1	HP Series II Laser Printer	Serial # 2652J83374
1	Printer Cable	
1	IBM Proprinter	Serial # 2836602
1	Printer Cable	

FINANCING STATEMENT

This Financing Statement is presented to the Clerk of the Circuit Court for Anne Arundel County, Maryland, for filing pursuant to the Uniform Commercial Code.

THE AMOUNT OF TAXABLE DEBT SUBJECT TO RECORDATION TAX AS PART OF THIS TRANSACTION IS: \$0.00. ALL RECORDATION TAXES HAVE BEEN PAID IN CONNECTION WITH THE FILING OF A DEED OF TRUST WHICH ALSO SECURES THIS TRANSACTION.

- | <u>NAME OF DEBTOR</u> | <u>ADDRESS</u> | | |
|---|---|-------------------------|----------|
| 1. Magothy Marina Pleasure Properties Limited Partnership | 15525 Frederick Road
Rockville, Maryland 20855 | RECORD FEE | 13.00 |
| | | POSTAGE | .50 |
| <u>NAME OF SECURED PARTY</u> | <u>ADDRESS</u> | | |
| 2. Equitable Bank, N.A. | 100 South Charles Street
Baltimore, Maryland 21201 | #009990 0040 R03 115:21 | |
| 3. This Financing Statement covers the following items of property: | | | 09/03/87 |
- SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.
- A. Inventory - All of the Debtor's inventory both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts - All of the Debtor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles - All of the Debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper - All of the Debtor's chattel paper both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods. Additionally, the Debtor assigns and grants to the Bank a security interest in all property and goods both now owned and hereafter acquired by the Debtor which are sold, leased, secured, are the subject of, or otherwise covered by, the Debtor's chattel paper, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures - All of the Debtor's equipment and fixtures, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and

Return to:

KRAUSE & FERRIS
ATTORNEYS AT LAW
91 CATHEDRAL STREET
ANNAPOLIS, MARYLAND 21401

1382

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.

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

4. This Financing Statement is not subject to a Recordation Tax.

5. This Financing Statement is intended to evidence among the Financing Records the encumbrance of the items listed herein by a Security Agreement from the aforesaid debtors securing the aforesaid secured party, of even date herewith, and recorded simultaneously herewith (or prior hereto) among the Land Records of Anne Arundel County, Maryland.

EXECUTED THIS 24 day of June, 1987.

MAGOTHY MARINE PLEASURE PROPERTIES LIMITED PARTNERSHIP

BY: Magothy Marine Properties, Inc. General Partner

BY: [Signature] (SEAL)
Gerald Herson, President
Debtor

ATTEST:

[Signature]

EQUITABLE BANK, N.A.

BY: [Signature] (SEAL)
Wayne B. Hawkins
Assistant Vice President

SCHEDULE "A" TO FINANCING STATEMENT

Travel Lift - Acme Marine Hoist, Model #H204, Serial #51976, 20 ton capacity.

Forklift - Taylor 1986, Model TSE 90-01, Serial #5-ES-18672

6/2/81

MP

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

3 Maturity date (if any):

1 Debtor (LESSEE) (Name First) and address(es)
NEWPORT SCIENTIFIC, INC.
8246-E Sandy Court
Jessup, MD 20794-0189

2 Sec LESSOR (es) and address(es)
MACHINE TOOL FINANCE CORPORATION
1200 Route 22, P.O. Box 6857
Bridgewater, NJ 08807

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

Re: Lease No. 26-1508-2246

(COUNTY)

RECORD FEE 11.00
POSTAGE .50
#010140 0040 R03 T15:30

4 This financing statement covers the following type(s) of property

ALL OF THE LESSEE'S RIGHT, TITLE AND INTEREST IN AND TO THE ITEMS LISTED ON SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF, TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

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

08/03/87

"NOT SUBJECT TO RECORDATION TAX"

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

Filed with:

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: 1

NEWPORT SCIENTIFIC, INC.

MACHINE TOOL FINANCE CORPORATION

By

M. Stuart Millar

By

Edward Kelle VP

M. STUART MILLAR, PRESIDENT

Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

11/25



**Machine Tool
Finance Corporation**

Equipment Lease No. 26-1508-2246

BOOK 515 PAGE 329

SCHEDULE A TO EQUIPMENT LEASE AGREEMENT DATED AS OF
 OF July 23, 1987 **BETWEEN MACHINE TOOL FINANCE**
CORPORATION AS LESSOR AND NEWPORT SCIENTIFIC, INC.
AS LESSEE (THE "LEASE").

The Equipment being leased pursuant to the Lease is as follows: **Manufacturer, Model and Serial/Identification Number:**

One (1) New Hitachi Seiki CNC Lathe Model Hitec Turn 25S, SN#HTS25267SC, with Seiki Multi Interactive Control, Chip Conveyor, Parts Catcher, One (1) New LNS HYS-6.65-HS-5.2 Super Hydrobar, Five (5) Spindle Liner Tubes, Two (2) Sets Extra Chuck Jaws, Two (2) Turret Protective Plugs, One (1) New Seiki/Don Portable Memory Storage and Retrieval System, Additional FA Cards Box of 10, and Miscellaneous Tooling.

THE LESSEE HAS NO POWER OR RIGHT TO SELL, SUBLEASE, OR OTHERWISE DISPOSE OF THE EQUIPMENT LISTED ABOVE OR ASSIGN ANY RIGHT, TITLE OR INTEREST THEREIN.

Attest/~~WITNESS~~ (SEAL)

NEWPORT SCIENTIFIC, INC.
 (Lessee)

N. Kumar Abuja
 N. KUMAR ABUJA
 ASSISTANT SECRETARY
 Attest/Witness: (SEAL)

By: M. Stuart Millar
 M. STUART MILLAR
 PRESIDENT
 MACHINE TOOL FINANCE
 CORPORATION

By: _____

00600

CROSS INDEXED IN LAND RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 506 Page No. 186
Identification No. 205227 Dated 12/16/86

1. Debtor(s) Jerry C. and Laura L. Prinn
Name or Names—Print or Type
418 Joyce Dr. SW Glen Burnie Md. 21061
Address—Street No., City - County State Zip Code

MAIL TO: 2. Secured Party Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<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>

FEE 13.00
50
11:23

12 22 87
CK

Dated: 5/14/87 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)

87-3633 Beck/Prinn
MARATHON TITLE COMPANY, INC.
3101 Cherry Lane, BLDG 204
Laural, Maryland 20708

Mail To J. Prinn
% Tullius
925 Elmridge Ave.
Baltimore, MD 21229



268537

BOOK 515 PAGE 331

Bonnie J. Lawless, Esq.
7735 Old Georgetown RD
Bethesda, MD 20814

Return to:

THIS FINANCING STATEMENT IS PRESENTED TO A
FILING OFFICER FOR FILING PURSUANT TO
THE UNIFORM COMMERCIAL CODE:

MATURITY DATE:

1. DEBTORS:

Yong Woo Lee

SUNG SOOK LEE

and

Hae Yong Kwon

YONG CHANG KWON

2. ADDRESS OF DEBTORS:

3823 Egan Drive

Fairfax, Virginia 22030

4343 Rolling Stone Way

Alexandria, Va. 22306

3. SECURED PARTY:

Andrew Dziekan

4. ADDRESS OF SECURED PARTY:

284 Cape St. John Rd.
Annapolis, MD 21401

5. ASSIGNEE OF SECURED PARTY:

NONE

6. ADDRESS OF ASSIGNEE OF
SECURED PARTY:

NA

7. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PRO-
PERTY:

Furnishings, fixtures, stock in trade, inventory, leasehold
interest and business licenses in the business known as
SOUTH RIVER CLEANERS at Edgewater, Maryland.

8a. PROCEEDS ARE ALSO COVERED:

YES

8b. NO. OF ADDITIONAL SHEETS:

NONE

SIGNATURE OF DEBTORS:

Yong Woo Lee (LS)
YONG WOO LEE

Hae Yong Kwon (LS)
HAE YONG KWON

Sung Sook Lee (LS)
SUNG SOOK LEE

Hae Yong Kwon (LS)
YONG CHANG KWON

SIGNATURE OF SECURED PARTY:

Andrew Dziekan
ANDREW DZIEKAN

BERNARD C. DIETZ
ATTORNEY AT LAW
1000
CONNECTICUT AVE. N.W.
SUITE 1200
WASHINGTON, D. C.
20036
(202) 463-0662

1850
Mailed to Assignee

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

MAY 18 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. LIBER 404 PAGE 406 Dated MAY 30, 1979

in the Office of ANNE ARUNDEL COUNTY MARYLAND
(County/City and State)

DEBTOR OF DEBTORS (name and address):

NAME MICHAEL JOHN HALLAHAN AND DOROTHY ELLEN HALLAHAN

ADDRESS 1970 FAIRFAX ROAD

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)

10/50

Return to: Townshend & Kirk
700 ~~Market Ave.~~
~~10,000~~ ~~Cooper's~~ MD 21401

Mail to



UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249802
RECORDED IN LIBER.EAC 467 FOLIO 477 ON November 14, 1983 (DATE)

1. DEBTOR

Name Irving I. Wolfe and Florence S. Wolfe
Address 194 Green Street, Annapolis, MD 21401

2. SECURED PARTY

Name Second National Building & Loan, Inc.
Address P. O. Box 2558, Salisbury, Maryland 21801-2558

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

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

18:00
50
170:13
46 5 87
CK

Second National Building & Loan, Inc.

Dated May 14, 1987

DBailey
(Signature of Secured Party)

Type or Print Above Name on Above Line

1050

Mailed to Secured Party
Debbie Bailey
Vice President

This Financing Statement is executed in triplicate:
First Copy to be filed with Chattel Records, Clerk of Court of Anne Arundel County
Second Copy to be filed among Land Records maintained with Clerk of Court of Anne Arundel County,
Third Copy to be filed with State Department of Assessments and Taxation.

Tax attributable to this transaction has been paid to Clerk of Court of Anne Arundel County.

FINANCING STATEMENT

Identifying File No. _____

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$100,000.00

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

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

1. DEBTOR

Name SO-LO FOODS, INC., trading as VALU FOODS
Address Festival Shopping Center
466 Governor Ritchie Highway
Severna Park, MD 21246

2. SECURED PARTY

Name WETTERAU INCORPORATED, WETTERAU FINANCE CO. & WETTERAU FOODS SERVICES, INC.
Address Tuckerton Road, P. O. Box 298, Temple, PA 19560

Terry D. Weiler, Esq., P. O. Box 6895, Wyomissing, PA 19610
PERSON AND ADDRESS TO WHOM STATEMENT IS TO BE RETURNED IF DIFFERENT FROM ABOVE.

3. Maturity date of obligation (if any) _____

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

See attached sheet

RECORD FEE 12.00
#010290 0040 R03 T10:45
08/04/87

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)
466 Governor Ritchie Highway
Severna Park MD 21246

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SO-LO FOODS, INC., t/a
Valu Foods

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

By: Louis Danovich Pres
(Signature of Debtor)

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

Louis Danovich Pres
Type or Print Above Signature of Above Line

FRANK D. MANETTA PRES
Type or Print Above Name on Above Line

Mail to Terry D. Weiler Esq

12.00

Debtor:
SO-LO FOODS, INC., T/A VALU FOODS
Festival Shopping Center
466 Governor Ritchie Highway
Severna Park, MD 21246

Secured Party:
WETTERAU INCORPORATED, WETTERAU
FINANCE CO., & WETTERAU FOODS
SERVICES, INC.
Tuckerton Road
P. O. Box 298
Temple, PA 19560

BOOK 515 PAGE 335

(a) all inventory, including all goods and merchandise held for sale, lease, rental, or resale, or for use or consumption in business, or otherwise, or furnished or to be furnished under the contracts of service, including, without limitation, all groceries, meats, poultry, seafood, fresh produce, bakery goods, frozen foods, dairy products, candy, cigars, cigarettes, tobacco, alcoholic and non-alcoholic beverages, drugs, notions, sundries, health and beauty aids, and store supplies; and

(b) all equipment, including all furniture, furnishings, trade fixtures, machinery, tools, parts and motor vehicles, now owned or hereafter acquired and used or usable in business, together with all additions or accessions thereto and renewals, replacements or substitutions therefor; and

(c) all accounts, including all present and future evidences of or rights to payment due or to become due to the Debtor on account of goods and merchandise rented, leased or sold (whether at wholesale or retail and whether from inventory or otherwise) or services rendered, regardless of when earned by performance, together with all contract rights, documents, notes, drafts, instruments and chattel paper now existing or hereafter acquired or arising, whether arising from or related to the disposition of inventory, equipment or otherwise; and

(d) all general intangibles, now existing or hereafter acquired or arising; and

(e) the cash and non-cash proceeds, products, rents and profits of the foregoing, immediate and remote.

Mail to Terry D. Weiler

RECEIVED
JUL 10 1987
GECC-WTEFD

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 515 PAGE 336
Identifying File No. 268800

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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

ANDERSON-STOKES, INC.
Name PAROLE STATION FED. ID. # 51-0083534
Address 2301 Katcef, Annapolis, MD 21401

2. SECURED PARTY

AMPLICON, INC. FED. ID. #95-3162444
Address 2020 East First Street, Suite 401
Santa Ana, CA 92705

Person And Address To Whom Statement Is To Be Returned If Different From Above.
2a. ASSIGNEE: GENERAL ELECTRIC CREDIT CORPORATION
P. O. Box 6199, Orange, CA 92613

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
AMP.REF: SCHEDULE 2 (VARIOUS) TO LEASE (DE) #OL-1709, DATED: JAN. 19, 1987
(01) CINTRONIX PC XT TURBO SYSTEM
(01) MINOLTA 470Z COPIER
(01) EPSON FX286 PRINTER

"Including all accessions, additions, replacements, substitutions and improvements thereto and therefor, and all proceeds (including insurance proceeds) of and from said equipment."

- (01) PRINTER CABLE
- (01) SURGE PROTECTOR
- (01) REALCOM 1 COMMUNICATIONS PACKAGE

CHECK THE LINES WHICH APPLY

NOT SUBJECT TO RECORDATION TAX

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

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

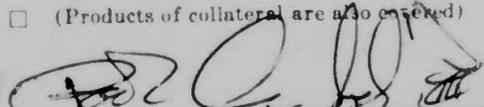
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

RECORD FEE 11.00
POSTAGE .50

#009710 C345 R04 TOP-10

08/04/87

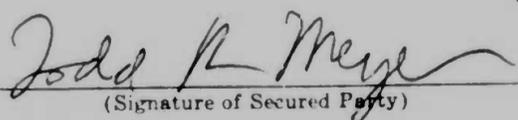
OK


(Signature of Debtor)

ANDERSON-STOKES, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line


(Signature of Secured Party)

AMPLICON, INC.

Type or Print Above Signature on Above Line

11.50

Mailed to Secured Party

258890

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) Glen Burnie Hauling 1764 West Drive Pasadena, Maryland 21122	2. Secured Party(ies) and address(es) Leach Credit Corporation P.O. Box 1275 76 Western Avenue Fond du Lac, Wisconsin 54935	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 #010300 0040 R03 T11:14 08/04/87 CK
4. This financing statement covers the following types (or items) of property: 1987 Leach trash packer, model 2R-II, S/N 25-2280 mounted on a 1979 Freightliner chassis, model F Series, S/N CB113HP173840 1987 Leach trash packer, model 2R-II, S/N 31-2119 mounted on a 1983 Ford chassis, model LTL-9000, S/N 05584 1987 Leach trash packer, model 2R-II, S/N 31-2230 mounted on a 1983 Ford chassis, model LTL-9000, S/N 03402 "EXEMT FROM RECORDATION TAX"		5. Assignee(s) of Secured Party and Address(es)

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

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

Glen Burnie Hauling
By: Michael Sanchez
Signature(s) of Debtor(s)

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

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

Mailed to Secured Party

11. (2)

BOOK 515 PAGE 338

208801

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)
STARS TO GO, INC.
4751 Wilshire Blvd.
Suite 140
Los Angeles, CA 90010

2 Secured Party(ies) and address(es)
THE CIRCLE K CORPORATION
1601 N. 7th Street
Phoenix, AZ 85006

For Filing Officer (Date, Time, Number, and Filing Office)
RECORDED
INDEXED
AUG 1 1987
CK

4 This financing statement covers the following types (or items) of property
See Exhibit "A" attached hereto
RECORDATION TAX PAID 7/31/87

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 Clerk of Circuit Court
Anne Arundel County,
Maryland

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

STARS TO GO, INC.
By: James G. Deley Phoenix Az Exec V-P
Signature(s) of Debtor(s) Title

THE CIRCLE K CORPORATION
By: [Signature]
Signature(s) of Secured Party(ies) Title
Asst. Secretary

(1) Filing Office Copy-Alphabet 2138 STANDARD FORM - FORM UCC-1. (For Use in Most States)

Mailed to Secured Party

EXHIBIT A

This Financing Statement covers the following property:

All right, title and interest of Debtor (also described herein as "Borrower") in and to:

As to each Financed Unit, in all personal property and fixtures, tangible and intangible in each and every Financed Unit, including but not limited to the following, whether acquired by purchase, lease or otherwise, now owned or hereafter acquired (but excluding any property or interest on which Greyhound Leasing and Financial Corporation has a lien):

(a) all of Borrower's Inventory in Financed Units including all existing Inventory and all Inventory hereafter coming into existence as installed in a Financed Unit;

(b) all of Borrower's Contract Rights in the Circle K Contract and Southland Contract and Borrower's Contract Rights in Non-Circle K/Southland Contracts, all with respect to Financed Units, and general intangibles, including but not limited to, computer software program (including both source code, machine code and operating systems), tax refunds, copyrights, license rights (including all computer software license rights), patent rights, trademarks and good will now existing or hereafter coming into existence and contained or existing in each Financed Unit;

(c) all interest of Borrower now existing or hereafter arising in goods as to which an Account for goods sold or delivered has arisen from the Circle K and Southland Contracts and from Non-Circle K/Southland Contracts with respect to Financed Units (herein sometimes called "Goods");

(d) all notes, drafts, acceptances, instruments, documents of title, policies and certificates in insurance, chattel paper, guaranties and securities now or hereafter received by Borrower or in which Borrower has or acquires an interest in connection with its Inventory, Accounts, Contract Rights and other Collateral arising from any Financed Unit;

(e) all of Borrower's equipment contained in or for each Financed Unit, (including computers and all related peripherals, cabling and accessories related to the computers) property, goods, furniture, office supplies, furnishings, machinery, tools, dies, hand tools, vehicles motorized or otherwise, acquired for the business of Borrower in such Financed Unit, currently existing or hereafter coming into existence and used by Borrower in connection with performance under the Circle K and Southland Contracts and Non-Circle K/Southland Contracts with respect to Financed Units in such Financed Unit;

(f) all of Borrower's fixtures, goods, equipment and property which is so related or affixed to real property that it may not be easily or readily removed and in which an interest arises under real estate law, now existing or hereafter coming into existence in each Financed Unit;

(g) all interest of Borrower in money, cash, non-cash and other proceeds of the foregoing, including, but not limited to, deposit accounts, claims and demands, and insurance proceeds (or rights thereto), now existing or hereafter coming into existence as a result of the operation of each Financed Unit;

(h) all interest of Borrower in parts, accessories, attachments, additions, materials, components, replacements and accessions to any of the foregoing, now existing or hereafter coming into existence in each Financed Unit;

(i) all of Borrower's books and records and other instruments and documents of title (now in existence or hereafter coming into existence) pertaining to any of the other property described on this Exhibit A;

(j) all of Borrower's Accounts Receivable including all existing Accounts and all Accounts hereafter coming into existence, including without limitation any Account arising from the Southland Contract, the Circle K Contract or any Non-Circle K/Southland Contract;

(k) any and all assets acquired by Borrower pursuant to that certain Asset Purchase Agreement dated April 1, 1987 between Borrower and Circle K relating to the acquisition of the video equipment and tapes specified therein, formerly owned by CVS International, Inc. ("CVS"), regardless of whether, in the possession of Borrower such assets constitute, inventory, equipment, fixtures, Contract Rights, general intangibles, instruments or otherwise.

As used in this Exhibit A, the following definitions shall apply:

(a) "Accounts Receivable" or "Accounts" means any right of Borrower to payment for goods sold or leased or for services rendered not evidenced by an instrument or chattel paper arising with respect to a Financed Unit (as defined below) and includes a right to payment which has been earned under a Contract Right (as defined below).

(b) "Financed Units" shall mean any Financed Southland Unit, any Financed Circle K Unit, and any other Unit installed in a non-Circle K Store or non-Southland Store convenience store ("Non-Circle K/Southland Stores"), provided however that, with respect to Non-Circle K/Southland Stores, the Units are installed prior to April 30, 1987.

(c) "Inventory" shall mean goods held for purposes of sale or lease by Borrower under the terms of the Circle K Contract and the Southland Contract, and any Non-Circle K/Southland Contract, with respect to any Financed Unit, including but not limited to video tapes, video cassette recorders, video cassette monitors, packaging materials and cartons as well as all other components, work in process, finished goods and other tangible property now owned or hereafter acquired and held for sale or lease or furnished under said Contracts.

(d) "Circle K Contract" shall mean that certain Video Distribution Agreement by and between Circle K and Borrower dated February 21, 1986, as subsequently amended and restated pursuant to that certain Amended and Restated Video Distribution Agreement dated April 1, 1987, as such agreement may be further amended or modified.

(e) "Contract Right" means a right to payment or performances under a contract not yet earned by performance or payment, including without limitation, rights under the Southland Contract, the Circle K Contract or any agreement between any other convenience store chains and Borrower ("Non-Circle K/Southland Contracts) related to the distribution, sale and/or lease of video cassettes, video cassette players or monitors or the like, provided that such Non-Circle K/Southland Contracts apply only to Financed Units.

(f) "Financed Southland Unit" means the first two hundred (200) Units of Phase 2 of the Southland Contract, and any other Units provided for in the Southland Contract which have not been installed in a Store.

(g) "Southland Contract" means that certain Video Distribution Agreement between Borrower and The Southland Corporation dated October 28, 1985, as amended and modified by the Addendum dated January 24, 1986, as such Agreement may be further amended and modified.

(h) "Unit" means that computer system, video cassette recorders and monitors, video tapes, materials, forms and display units associated with a turn-key video cassette rental business.

(i) "Financed Circle K Unit" shall mean any Unit provided for in the Circle K Contract or which was acquired by Borrower pursuant to that Asset Purchase Agreement between Borrower and Circle K dated April 1, 1987, related to the purchase of the assets of CVS International, Inc.

Mailed to Secured Party

BOOK 515 PAGE 343

208502

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

1. Debtor(s) Name(s) (Last Name First) Robert F. and Janet S. BEALL	2. Debtor(s) Complete Address(es) 3866 Birdsville Road Davidsonville, MD 21035	Maturity date (if any)
3. & 4. Secured Party(ies) and Complete Address(es) CITIZENS BANK AND TRUST COMPANY OF MARYLAND 6200 BALTIMORE BOULEVARD RIVERDALE, MD. 20840	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
7. This financing statement covers the following types (or items) of property (Describe) 1984 Ditch Witch, Trencher & Backhoe, Serial #328683		
8a. (<input checked="" type="checkbox"/>) Proceeds are also covered.		8b. () Products of collateral are also covered. No. of additional sheets presented
Filed with CIRCUIT COURT CLERK OF Anne Arundel County, Other SDAT		
9. Transaction is (<input checked="" type="checkbox"/>) is not () 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 \$ 12,000.00		
10. This statement to be returned after recordation to Secured Party, shown above, or to		
<p>Signature(s) of Debtor(s)</p> <p><i>Robert F. Beall</i> Robert F. Beall</p> <p><i>Janet S. Beall</i> Janet S. Beall</p> <p>Signature(s) of Secured Party(ies) or Assignee(s)</p> <p><i>R.A. Adamson Jr.</i> By Assistant Vice President R.A. Adamson Jr. (Title)</p>		
NOTE—Type or Print Names Clearly Below Signatures.		
FILING OFFICER COPY	Printed in U. S. A.	

12.00
84.00
200
001 11/12/35
416 4 37
CK

11 84 50

Mailed to Secured Party

FINANCING STATEMENT

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

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

1. DEBTOR: North Arundel Plumbing Co.
(Name or Names—Last Name First)
8350 Sycamore Road, Millersville, Maryland 21108
(Address)

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

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

Backhoe serial #2710017U00176

11.00
.50
17-2811
JUL 9 1987
OK

4. Proceeds of collateral are covered hereunder: YES NO
5. Products of collateral are covered hereunder: YES NO
6. This transaction (is) (~~is not~~) exempt from the Recordation Tax.
7. The principal amount of the debt initially incurred is: \$5,545.00
Five Thousand five hundred and forty-five dollars

8. Filed with: Clerk of the Circuit Court for Anne Arundel County

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

Dated this 17th day of July, 1987

DEBTOR:
[Signature]
By: _____
(Title)

SECURED PARTY:
THE BANK OF GLEN BURNIE
[Signature]
By: _____
Earl G. Walter (Title)
Executive Vice President

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

11/50

Mailed to Secured Party

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

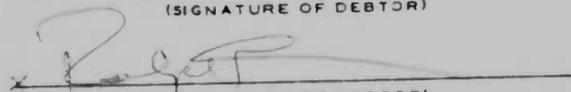
This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

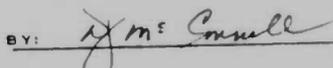
1. Debtor(s) (Last Name First) address(es) Koons Hyundai, Inc. 1019 West Street Annapolis, Maryland 21401	2. Secured Party(ies) and Address(es) Ford Motor Credit Company 1101 North Point Blvd. Baltimore, Maryland 21224
For Filing Officer (Date, Time, Number and Filing Office)	

3. This Financing Statement covers the following types (or items) of personal property:
 1. "All inventory of the debtor including new and used motor vehicles, tractors, trailers, semi-trailers, mobile homes, farming implements and other farming or industrial appliances and equipment and other inventory and equipment with manufacturer's certificates and certificates of title or ownership relating thereto, which are held by

Check if covered: Proceeds of collateral covered Products of collateral covered (Continued below)

4. This transaction is exempt from the Recording Tax.
 Amt. of debt subject to recording tax $\$7580 \times \$7.00 = \$53.06$
 Filed with:
 Clerk of the Circuit Court - Anne Arundel Co., Annapolis, Maryland

Koons Hyundai, Inc.
 (SIGNATURE OF DEBTOR)

 (SIGNATURE OF DEBTOR)
 Ralph Mastantuono

Ford Motor Credit Company
 (NAME OF SECURED PARTY)
 BY: 
 D. J. McConnell

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

PRINTED IN U.S.A.

- (cond't) the debtor for immediate or ultimate sale in the ordinary course of business.
 2. "Accessories and replacement parts of or for any of the above."
 3. "Accounts, contract rights, chattel paper and general intangibles."

11-
56-
,50

Mailed to Secured Party



515 346 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 268895

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0

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

This financing statement Dated June 19, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. *Not subject to recordation tax*

1. DEBTOR

Name SMS Leasing, Inc.
Address 1501 Farm Credit Drive, McLean, VA 22102

2. SECURED PARTY

Name Old Stone Bank, a Federal Savings Bank
Address One Old Stone Square, Providence, RI 02903

Att: Specialized Lending

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

3. Maturity date of obligation (if any) _____

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

All of Debtor's right, title and interest in and to: (i) the equipment described in Exhibit A attached hereto, whether now owned or hereafter acquired, and any replacements thereof and accessions thereto; (ii) the lease ("Lease") described in Exhibit B attached hereto, and all renewals and extensions thereto; (iii) all amounts payable by the lessee under the Lease, including late charges and penalties, and all payments made by the lessee in the exercise of any purchase option contained in the Lease, but excluding maintenance fees; (iv) the documents described in Exhibit C attached hereto, and all amendments thereto; (v) all collateral granted to the Debtor to secure obligations to the Debtor under the Lease described in Exhibit B; and (vi) all proceeds of any of the foregoing in whatever form received, whether cash or non-cash proceeds.

Name and address of Assignee
Filed with: Anne Arundel County Court Clerk's Office, 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)

1740760-9022

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

By: [Signature]
(Signature of Debtor)

SMS Leasing, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

By: [Signature]
(Signature of Secured Party)

Old Stone Bank, a Federal Savings Bank

Type or Print Above Signature on Above Line

25 50

086553

EXHIBIT A
(Page 1 of 3)

Page 1 of 5

SCHEDULE NO. 2

Dated as of: May 1, 1987
 Government Agency: National Security Agency
 Contract Number: MDA904-87-C-7125
 Contract Dated: May 7, 1987
 Modifications: P00001
 Term: 36 Months

An original contract or certified duplicate original, is attached hereto.

EQUIPMENT LIST

<u>Item</u>	<u>Model No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extended</u>
1	C1-6471-10	C1 XP Central Processing Unit (Expandable to 1 Gigabyte Main Memory) Which includes: 1 Video Console w/Hardcopy 1 Service Processor Unt 1 16MB ECC Memory Module 1 Input/Output Processor 1 Split 2x4-Slot Multibus Chassis 1 Multibus Control Unit 3 DC Power Supplies 1 434MByte Disk w/Contoller 1 Medium Performance Tape Sub-System 1 16-line Async Comm Multiplexor 1 ETHERNET Sub-system 1 2-Bay Enclosure 1 CONVEX UNIX License for 32 Terminals 1 Basic Networking Software License 1 Sat of Documentation 8 Training Credits	2	\$475,000.00	950,000.00*
2	MAU-002	16 MB ECC Memory Module	6	64,000.00	384,000.00*

EXHIBIT A
(Page 2 of 3)

Page 2 of

3	C1S-001	Substitute High Perf Tape Subsystem Replaces Medium Perf Subsystem Subsystem includes: Cables, Power Controller, & Cabinet	2	25,000.00	50,000.00*
4	MTD-002	High Perf Add-On Tape Drive	2	40,000.00	80,000.00*
5	DKD-105	434MB Disk w/ Controller & Mounting Bracket	4	23,500.00	94,000.00*
6	DKD-106	434MB Disk w/ Controller	2	23,000.00	46,000.00*
7	DKD-005	434MB Add-on Disk Drive & Mounting Bracket	4	19,000.00	76,000.00*
8	IOP-001	Input/Output Processor	2	20,000.00	40,000.00*
9	MBC-001	Multibus Control Unit	2	4,000.00	8,000.00*
10	MBS-004	Split 2x4-Slot Multibus Card Cage Includes: 2 Control Units, Pwr Supply & IOP Cables	2	10,000.00	20,000.00*
11	EXP-101	Expansion Cabinet w/DKD Side Rails & AC PWR Ctrl	2	4,500.00	9,000.00*
12	SKN-002	Cabinet Front Door	2	1,700.00	3,400.00*
13	PRT-101	600 lpm Printer/Plotter w/Controller	2	16,000.00	32,000.00
14	CFT-001	CONVEX Vectorizing FORTRAN Compiler & Documentation	2	20,000.00	40,000.00*

15	CVC-001	CONVEX Vector C Compiler w/ Documentation	2	20,000.00	40,000.00*
16	EMA-001	EMACS Screen Editor w/Documentation	2	1,500.00	3,000.00*
17	CSD-001	CONVEX "CSD" Software Pkg Includes: Source Debugging, Runtime Profiling, Dump Utilities, Documentation	2	4,500.00	9,000.00*
					<hr/>
CONVEX Hardware and Software Sub-Total					\$1,884,400.00
* Less 24% Discount					- 444,576.00
					<hr/>
CONVEX Hardware and Software Total					\$1,439,824.00

1. The rental for the Equipment is as follows:

<u>Period</u>	<u>Amount</u>
Acceptance Date - September 1987	\$223,843.75
October, 1987 - September, 1988	537,225.00
October, 1988 - September, 1989	537,225.00
October, 1989 - End of 36 mo. Term	313,381.25

2. The purchase price payable to ASSIGNOR shall be subject to a one percent (1%) prompt payment discount if payment is made to ASSIGNOR within thirty (30) days of receipt by ASSIGNEE of the documents listed in Section 4 of the Master Purchase Agreement between ASSIGNOR and ASSIGNEE.
3. In the event the Government exercises its option to purchase the Equipment in accordance with the terms of the Lease, ASSIGNOR shall pay to ASSIGNEE the amount, in accordance with the schedule

EXHIBIT B

That certain Award/Contract No. MDA904-87-C-7125 by and between Maryland Procurement Office and Convex Computer Corporation, dated as of May 7, 1987, together with all amendments thereto.

EXHIBIT C

All right, title and interest of the Debtor in and to that certain Master Purchase Agreement by and between the Debtor and Convex Computer Corporation, with an effective date of June 30, 1986, together with Schedule No. 2 thereto with an effective date of May 1, 1987.

Mailed to Secured Party

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 Sales & Marketing Services, Inc. (Name or Names) 7136 Montevideo Road, Jessup, Maryland 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) Of LESSOR Federal Savings Bank of Maryland (Name or Names) 8200 Harford Rd. Baltimore, Maryland 21234 (Address)

4. This financing Statement covers the following types (or items) of property: NCR Tower Computer System - See attached Schedule A

RECORD FEE 13.00
STAMP .50
MAY 4 1987
CR

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

LESSEE Sales & Marketing Services, Inc.

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: W. Richard Smith (Title) W. Richard Smith (Type or print name of person signing)

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

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

Return to: CHESAPEAKE INDUSTRIAL LEASING CO., INC. 8767 SATYR HILL ROAD BALTIMORE, MD 21234

SD

Attached to and made a part hereof Equipment Lease No. FSB 639
dated July 7, 1987.

SOFTWARE: M.B.S.I.'S "RealWorld" Accounting System to incorporate the following modules:

- General Ledger
- Accounts Receivable
- Accounts Payable
- Inventory Control
- Order Entry
- Purchase Orders
- Payroll

Note: See enclosed "RealWorld" book for features.

Additional modifications to above modules:

- 1 - Accounts Receivable - Budget per product per salesman for commission due report.
- 2 - Accounts Receivable - The customer order number to appear next to invoice number on A/R statements.
- 3 - Accounts Receivable/Inventory Control - A unique price code for each customer and item type.
- 4 - Inventory Control - Ability to retain non-stock items into inventory and track at least 13 months.
- 5 - Purchase Orders - To be handled by "RealWorld" Purchase Order System with interface to Accounts Payable and Inventory Control.
- 6 - Payroll - Commission statements - calculates source of sale times a percentage to produce income reports.
- 7 - Rebate sales to be flagged by customer type and rebates calculated to send to Broker/Assn. will also calculates rebates to SMS from vendor when items sold below normal selling price.

ADDITIONAL SOFTWARE:

- 1 - Lyrinx Word Processor
- 2 - Q Plex IV Report Writer - To merge files from the customer file into the word processor.
- 3 - A.I.S. Interface - To merge files with modified source code.
- 4 - Includes Unix based spreadsheet.

HARDWARE:

NCR Tower XP, with following features

- 2 MB RAM Memory
- 85 MB Fixed Hard Disk (expandable to 225 MB)
- 46 MB Streaming Tape Back-Up
- M 68010, Running AT 10 Mhz Clock Speed
- Power Recovery System
- 2 HPS10 Interfaces for up to 16 Users
- 2 Parallel Printer Ports
- 1 MB Flex Drive
- Unix V Business Module (operating system)

Eight (8) WYSE 50 Terminals

- 14" Non-glare screen
- Swivel base

One (1) Toshiba P351 P/S Printer

- 240 CPS Data Mode
- 100 CPS Near Letter Quality Mode
- 132 Character Column Width

One (1) Okidata 2410 S High Speed Dot Matrix Printer

- 350 CPS
- 136 Column Width

Existing Two (2) Centronics Printers to be adapted into System.

Total System Includes:

- Proposed Hardware
- Proposed Software
- Delivery & Installation (Excluding Cabling)
- Training - 24 Hours at M.P.C.S. Training Center or SMS Inc.

Approved and agreed to this 7th day of July 1987Lessee: Sales & Marketing Services, Inc. Lessor: Chesapeake Industrial Leasing Co., Inc.By: [Signature] By: [Signature]Mailed to Secured Party
Assignee

(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 Lovell Regency Homes Limited Partnership
102 Old Solomons Island Rd. Annapolis, MD 21401
(Name or Names) (Address) LEASE NO. NFSL 2155

LESSEE (Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234
(Address)

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:

1 - Ricoh FAX20 facsimile s/n R2470400123

12.00
RECEIVED
APR 4 1987
CR

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

LESSEE Lovell Regency Homes Limited Partnership

By: R.M. Woodward, President
Lovell Homes (America) Inc (Title)
General Partner
(Type or print name of person signing)
R.M. Woodward
By: (Title)
(Type or print name of person signing)

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Gordon T. Hill
Gordon T. Hill (Title)
President
(Type or print name of person signing)
Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

Mail to

1240

MARYLAND FINANCING STATEMENT

268899

(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 Kane Delivery Service, Ltd.
1931 Lincoln Drive (Name or Names) Annapolis, Maryland 21401
(Address)

LESSEE (Name or Names) Lease# SSC 2156
(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 F. Joppa Road Baltimore, Maryland 21234
(Address)

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

- Two - Tandy 1000SX Computers
- Two - Tandy VME Monitor
- One - Tandy 20 Mb Hard Card
- One - Tandy DMP 430 Printer
- Two - Printer Cables
- One - PFS Prowriter Software
- One - Great Plains General Ledger
- One - Great Plains Accounts Payable

11.00
268899
AUG 4 87
CK

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

LESSEE Kane Delivery Service, Ltd.

By: [Signature]
HARRY J. KANE III (Title) President
(Type or print name of person signing)

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

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: [Signature]
Brian G. Connelly (Title) Manager
(Type or print name of person signing)

Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

11/2/87

Mail to



THIS FINANCING STATEMENT IS FILED TO GIVE NOTICE OF THE TERMS OF EIGHT EQUIPMENT LEASES DATED NOVEMBER 19, 1985, PURSUANT TO SECTION 9-408 OF THE UNIFORM COMMERCIAL CODE.

FINANCING STATEMENT

- 1. Name of Lessee: WIIN HEALTH SYSTEMS INTERNATIONAL, INC.
Address: 2131 Espey Court
Crofton, Maryland 21114
- 2. Name of Lessor: GOVERNMENTAL FINANCIAL SERVICES, INC.
Address: P.O. Box 1660
Bowie, Maryland 20716
- 3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:
 - (a) All of the equipment 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 or hereafter affixed hereto and/or used in connection therewith and (ii) all replacements thereof and substitutions therefore, and (iii) all cash and non-cash proceeds and products thereof.
- 4. The filing of this Financing Statement is not subject to a recordation tax, because it is for the purpose of giving notice of the terms of eight equipment leases pursuant to Section 9-408 of the Uniform Commercial Code.

Lessee:

WIIN HEALTH SYSTEMS
INTERNATIONAL, INC.

Lessor:

GOVERNMENTAL FINANCIAL
SERVICES, INC.

By: Judith L. Jordan
Judy. L. Jordan,
Attorney-in-Fact

By: Raymond Lyon
Raymond Lyon,
Vice-President

29-52

BOOK 515 PAGE 359

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street, Suite 2000
Baltimore, Maryland 21202
ATTN: E. Christina Gerstung

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY.

A:ECGGFS09.FIS

BOOK 515 PAGE 360

SCHEDULE A

WIIN Inventory 11/1/85

ITEM: 4 CU. FT. REFRIGERATOR (BROWN)
SERIAL #: 1007007
WHERE PURCHASED: Montgomery Ward, Annapolis, MD
DATE OF PURCHASE: 5/3/85
PURCHASE AMOUNT: \$188.99
CURRENT VALUE:

ITEM: Executone Encore Telephone System
SERIAL #
WHERE PURCHASED: Executone Mountain West, Murray, UT
DATE OF PURCHASE: 5/3/85
PURCHASE AMOUNT: \$7185.00
CURRENT VALUE:

ITEM: Office furniture (detailed sales slip attached)
SERIAL #
WHERE PURCHASED: All-Styles Office Products, Salt Lake City, UT
DATE OF PURCHASE: 5/2/85
PURCHASE AMOUNT: \$14,880.30
CURRENT VALUE:

ITEM: Oak veneer receptionist desk (20x60)
SERIAL # 101
WHERE PURCHASED: Help! Office Supply, Annapolis, MD
DATE OF PURCHASE: 6/13/85
PURCHASE AMOUNT: \$468.00
CURRENT VALUE:

ITEM: Oak credenza (2 dr, sliding dr)
SERIAL # HO 1840
WHERE PURCHASED: D & F Furnishings, Annapolis, MD
DATE OF PURCHASE: 7/02/85
PURCHASE AMOUNT: \$269.90
CURRENT VALUE:

ITEM: Glass panel (60x20) plate glass
SERIAL # 102
WHERE PURCHASED: American Glass, Annapolis, MD
DATE OF PURCHASE: 8/1/85
PURCHASE AMOUNT: \$120.00
CURRENT VALUE:

ITEM: Oak trim marker boards (2)
SERIAL #: 103/104
WHERE PURCHASED: All-Styles Office, Salt Lake City, UT
DATE OF PURCHASE: 6/04/85
PURCHASE AMOUNT: \$169.09
CURRENT VALUE:

ITEM: Ant-Stat Floor Mat
SERIAL # 105
WHERE PURCHASED: All-Styles Office, Salt Lake City, UT
DATE OF PURCHASE: 6/04/85
PURCHASE AMOUNT: \$95.97
CURRENT VALUE:

ITEM: Oak book cases (4)
SERIAL # 106, 107, 108, 109
WHERE PURCHASED: All-Styles Office, Salt Lake City, UT
DATE OF PURCHASE: 6/06/85
PURCHASE AMOUNT: \$782.55
CURRENT VALUE:

ITEM: Oak trimmed marker boards (3)
SERIAL # 110, 111, 112
WHERE PURCHASED: All-Styles Office, Salt Lake City, UT
DATE OF PURCHASE: 6/19/85
PURCHASE AMOUNT: \$276.77
CURRENT VALUE:

ITEM: Portable oak table (veneer) (2)
SERIAL # 113
WHERE PURCHASED: All-Styles Office, Salt Lake City, UT
DATE OF PURCHASE: 6/20/85
PURCHASE AMOUNT: \$52.82
CURRENT VALUE:

ITEM: Data General DG1
SERIAL # PN0072776
WHERE PURCHASED: D-Soft, Minneapolis, MN
DATE OF PURCHASE: 5/1/85
PURCHASE AMOUNT: \$3,300
CURRENT VALUE:

ITEM: DG1 Carrying Case
SERIAL # 114
WHERE PURCHASED: D-Soft, Minneapolis, MN
DATE OF PURCHASE: 5/1/85
PURCHASE AMOUNT: \$60.00
CURRENT VALUE:

ITEM: External 5 1/4" drive
SERIAL # 115
WHERE PURCHASED: D-Soft, Minneapolis, MN
DATE OF PURCHASE: 5/1/85
PURCHASE AMOUNT: \$477.00
CURRENT VALUE:

ITEM: Data General Printer
SERIAL # PNO07-002782
WHERE PURCHASED: O-Soft, Minneapolis, MN
DATE OF PURCHASE: 5/1/85
PURCHASE AMOUNT: \$315.00
CURRENT VALUE:

ITEM: DG 1 (dual drive)
SERIAL # 00026410
WHERE PURCHASED: O-Soft, Minneapolis, MN
DATE OF PURCHASE: 6/6/85
PURCHASE AMOUNT: \$3000.00
CURRENT VALUE:

ITEM: DG 1 carrying case
SERIAL # 116
WHERE PURCHASED: O-Soft, Minneapolis, MN
DATE OF PURCHASE: 6/6/85
PURCHASE AMOUNT: \$60.00
CURRENT VALUE:

ITEM: DG printer
SERIAL #VN 4120693
WHERE PURCHASED: O-Soft, Minneapolis, MN
DATE OF PURCHASE: 6/6/85
PURCHASE AMOUNT: \$315.00
CURRENT VALUE:

ITEM: 5 1/4" disk drive
SERIAL # 116
WHERE PURCHASED: O-Soft, Minneapolis, MN
DATE OF PURCHASE: 6/6/85
PURCHASE AMOUNT: \$477.00
CURRENT VALUE:

ITEM: Anti-glare screens (2)
SERIAL # 117 & 118
WHERE PURCHASED: O-Soft, Minneapolis, MN
DATE OF PURCHASE: 6/6/85
PURCHASE AMOUNT: \$59.90
CURRENT VALUE:

ITEM: WYSE- WY 50 Display Terminals
SERIAL #165049,148222,0181163,0200794,0181133
WHERE PURCHASED: ICPA, Salt Lake City, UT
DATE OF PURCHASE: 4/15/85
PURCHASE AMOUNT: \$1960.00
CURRENT VALUE:

BOOK 515 PAGE 363

ITEM: Elco System 12 Surge Suppressor
SERIAL # 119
WHERE PURCHASED: Cosmic Computer, Groton, MD
DATE OF PURCHASE: 5/13/85
PURCHASE AMOUNT: \$69.95
CURRENT VALUE:

ITEM: Z1750 General Automation Computer
SERIAL # 001797
WHERE PURCHASED: General Automation, Anaheim, CA
DATE OF PURCHASE: 8/26/85
PURCHASE AMOUNT: \$14,500.00
CURRENT VALUE:

ITEM: Z1750 General Automation Computer
SERIAL # 001793
WHERE PURCHASED: General Automation, Anaheim, CA
DATE OF PURCHASE: 8/21/85
PURCHASE AMOUNT: \$20,100.00
CURRENT VALUE:

ITEM: Z1500 General Automation Computer
SERIAL # 001928
WHERE PURCHASED: General Automation, Anaheim, CA
DATE OF PURCHASE: 10/23/85
PURCHASE AMOUNT: \$35,100.00
CURRENT VALUE:

ITEM: WYSE - WY50 Display Terminal (8)
SERIAL # 232049, 232654, 232653, 232632, 232648, 232905, 232944, 232890
WHERE PURCHASED: NIS, Raleigh, NC
DATE OF PURCHASE: 10/08/85
PURCHASE AMOUNT: \$3496.00
CURRENT VALUE:

ITEM: P300 Printer
SERIAL # A83418
WHERE PURCHASED: NIS, Raleigh, N.C.
DATE OF PURCHASE: 10/18/85
PURCHASE AMOUNT: \$4150.00
CURRENT VALUE:

ITEM: Lanier Pocket Caddy II (dictation equipment) (4)
SERIAL # #543403, 543407, 543410, 543392
WHERE PURCHASED: Lanier Business Products, Baltimore, MD
DATE OF PURCHASE: 10/24/85
PURCHASE AMOUNT: \$1156.00
CURRENT VALUE:

ITEM: Dnn: Dico: Transcription Machine
SERIAL # 1800196
WHERE PURCHASED: Lanier Products Center, Baltimore, MD
DATE OF PURCHASE: 10/28/85
PURCHASE AMOUNT: \$459.00
CURRENT VALUE:

ITEM: WYSE-WY50 Display Terminals (4)
SERIAL # 0216800, 0216801, 0216802, 0216803
WHERE PURCHASED: Lognam Computer, Salt Lake City, UT
DATE OF PURCHASE: 8/14/85
PURCHASE AMOUNT: \$1688.00
CURRENT VALUE:

ITEM: WYSE-WY50 Display Terminals (2)
SERIAL # 209870, 214551
WHERE PURCHASED: Lognam Computer, Salt Lake City, UT
DATE OF PURCHASE: 7/26/85
PURCHASE AMOUNT: \$1290.00
CURRENT VALUE:

ITEM: Okidata 193 Printer
SERIAL # 504A0030542
WHERE PURCHASED: Computer Land, Salt Lake City, UT
DATE OF PURCHASE: 8/14/85
PURCHASE AMOUNT: \$559.00
CURRENT VALUE:

ITEM: IBM-PC system/accessories
SERIAL # 5150166
WHERE PURCHASED: D-Soft, Minneapolis, MN
DATE OF PURCHASE: 5/31/85
PURCHASE AMOUNT: \$4266.00
CURRENT VALUE:

ITEM: IBM-PL system/accessories (1 Omega Bournoulli, CPU/CRT, Silver Reed printer, 1 Epson printer)
SERIAL #
WHERE PURCHASED: Frederick Computer, Rockville, MD
DATE OF PURCHASE: 4/11/85
PURCHASE AMOUNT: \$11,250.00
CURRENT VALUE:

ITEM: ITT Computer (accessories)
SERIAL # 95121-000
WHERE PURCHASED: D Soft, Minneapolis, MN
DATE OF PURCHASE: 8/30/85
PURCHASE AMOUNT: \$3642
CURRENT VALUE:

Mail to Miles & Stockbridge

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. 268301

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$18,000.00

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

This financing statement Dated May 6, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 DEBTOR

Name Frank J. Sanzone T/A Quarterfield Amoco

Address 7689 Quarterfield Rd. Glen Burnie, Md. 21061

2 SECURED PARTY

Name John Hanson Savings Bank, FSB

Address 11700 Beltsville Dr. Beltsville, Md. 20705

ATTN: Retail Lending

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

3 Maturity date of obligation (if any)

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

Atlas Digital 4 Wheel Alignment Machine and Single Post Rack model numbers #678102; 678109; 678108; 678391

FILE 12.00
TAX 126.00
123 105206
MAY 4 87
CK

CHECK [] THE LINES WHICH APPLY

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

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

[x] (Proceeds of collateral are also covered)

[x] (Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Frank J. Sanzone
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

[Signature]
(Signature of Secured Party)

Terry M. Klima, VP John Hanson Savings Bank, FSB
Type or Print Above Name on Above Line

12-1
126
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BOOK 515 PAGE 300

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 208902

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Doran, Mark D. T/A Doran's Trucking & Diesel Repair
Address 9244 Ft. Smallwood Rd. Pasadena, MD 21122

2. SECURED PARTY

Name Beltway International Trucks, Inc.
Address 1800 Sulphur Spring Rd. Baltimore, MD 21227
Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

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

ASSIGNEE OF THE SECURED PARTY:

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

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)
Mark D. Doran T/A
Doran's Trucking & Diesel Repair
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 Mark D. Doran T/A

TO: Beltway International Trucks, Inc. FROM: Doran's Trucking & Diesel Repair
1800 Sulphur Spring Rd. Baltimore, MD 21227 9244 Ft. Smallwood Rd. Pasadena, MD 21122

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

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) 1988 Navistar Model F8300 Conventional Tractor W/Sleeper, S/N 1NS3YG4R93H503090

(1) TIME SALES PRICE \$ 99,233.52
(2) Less DOWN PAYMENT IN CASH \$ 7,656.72
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 91,576.80
The property purchased shall remain personally and not become part of any realty and shall be located and kept for use at: 9244 Ft. Smallwood Rd. Pasadena, MD 21122
Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Ninety one thousand five hundred seventy six and 80/100***** Dollars (\$ 91,576.80)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 16th day of August, 19 87, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,526.28 and the final installment being in the amount of \$ 1,526.28

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

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

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

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):
Date: July 15, 19 87
Accepted Beltway International Trucks, Inc. (SEAL) Mark D. Doran T/A Doran's Trucking & Diesel Repair (SEAL)
By: [Signature] (Witness as to Buyer's and Co-Maker's Signature) By: Mark D. Doran (SEAL)
Co-Buyer-Maker: [Signature] (Print Name of Co-Buyer-Maker Here)
This instrument prepared by _____

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 (herein called "contract") dated July 15, 1987

between Beltway International Trucks, Inc. as Seller-Lessor-Mortgagee
Mark D. Doran T/A
and Doran's Trucking & Diesel Repair 9244 Ft. Smallwood Rd. Pasadena, MD 21122
(Name) (Address)

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

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made or given, it reserves a valid, free and clear title to or creates a first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the 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 \$ 91,576.80
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 15th day of July, 19 87

Beltway International Trucks, Inc. (SEAL)

John J. Williams
President

If corporation, print name, state, corporate name, have authorized officer sign, stamp title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.

Mailed to Assignee

FINANCING STATEMENT FORM UCC-1

Identifying File No. 208993

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Whitman Brothers, Inc. T/A West River Market
Address 1000 Main Street, Galesville, Md. 20765

2. SECURED PARTY

Name HOBART CORPORATION
Address World Headquarters - Troy, Ohio 45374

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

3. Maturity date of obligation (if any) _____

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

One(1) 1841-1 Scale

Annapolis # 106358

CHECK THE LINES WHICH APPLY

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

Whitman Brothers, Inc. T/A West River Market
Type or Print Above Name on Above Line

Whitman Brothers, Inc. T/A West River Market
Type or Print Above Signature on Above Line

Mailed to Assignee

HOBART CORPORATION
(Signature of Secured Party)

Type or Print Above Signature on Above Line

APR 28 1987

STATE OF MARYLAND

BOOK 315 PAGE 371

EXHIBIT B

FINANCING STATEMENT FORM UCC-1

Identifying File No. 268901

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$1344.72

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 ROGERS STEVE C.
Address 1932 CHIRE DR. SEVERN MD 21144

2. SECURED PARTY

Name SMITH LAWRENCE A.
Address 8900 ROBIN PL. LAUREL MD 20708

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

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list) Assignee(s) of Secured Party and Address(es)

RETURN TO: All tools, equipment and accessory items now owned by Debtor for use in Debtor's trade or business together with any and all similar tools, equipment and accessory items hereafter acquired.

MATCO TOOLS
4403 ALLEN ROAD
STOW, OHIO 44224

Mail to

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)

FILED FEE 11.00
RECORDING TAX 10.50
POSTAGE .50
APR 28 1987
M&C 4 87
EK

Signature of Debtor: Steve C. Rogers
Type or Print Above Name on Above Line: STEVE C. ROGERS
Type or Print Above Signature on Above Line

Signature of Secured Party: Lawrence A. Smith
Type or Print Above Signature on Above Line: LAWRENCE A. SMITH

IF 1050.50

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) Mid-Atlantic Yachts, Ltd 301 Fourth Street Annapolis, MD 21403	2. Secured Party(ies) and address(es) Bay National Bank 2661 Riva Road, Bldg. 700 Annapolis, MD 21401	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
--	--	---

4. This statement refers to original Financing Statement bearing File No. 266243
Filed with Anne Arundel County Date Filed 17 FEBRUARY 1987

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.

RECORDED FEE 10.00
 POSTAGE .50
 TOTAL DUES \$11.50
 No. of additional Sheets presented: _____

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

By: _____
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
 (1) Filing Officer Copy - Alphabetical

16.50 STANDARD FORM - FORM UCC-3

Mailed to Secured Party

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 487 Page No. 457
Identification No. 257698 Dated 7/30/85

MAIL TO:

1. Debtor(s) { Edwin L. Brossbach and Patricia W. Brossbach
Name or Names—Print or Type
545 Williamsburg Lane Odenton Md. 21113
Address—Street No., City - County State Zip Code

2. Secured Party { Sears Roebuck, and Co.
Name or Names—Print or Type
6901 Security Blvd, Baltimore Md. 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

13.00
.50
12/10/87
10/1/87
11/4/87
CK

Dated: 7/16/87

Sears Roebuck and Co.
Name of Secured Party
[Signature]
Signature of Secured Party
A. S. Drought, Credit Central Manager
Type or Print (Include Title if Company)

13500

Mailed to Secured Party

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

Roll No. 450
Identification No. 242962

Page No. 536
Dated 6/17/82

1. Debtor(s) Ralph A and Kathleen A. Colvin
Name or Names—Print or Type
446 Ringwood Rd. Linthicum Md. 21090
Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party Sears, Roebuck and Company
Name or Names—Print or Type
6001 Security Blvd., Baltimore, Maryland 21287
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

POSTAGE
37.00
4.50
321.02 077 901 1244 33
AUG 4 1987
CK

Dated: 7/14/87

Sears, Roebuck and Company

Name of Secured Party

[Signature]

Signature of Secured Party

W. S. Drought—Credit Central Manager

Type or Print (Include Title if Company)

1050

Mailed to Secured Party

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

Roll No. 455 Page No. 291
Identification No. 244767 Dated 10/26/87

1. Debtor(s) Keith C and Sherrill J. Hanson
Name or Names—Print or Type
8398 Dodkin Ave. Pasadena Md. 21122
Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party Seena, Reback and Company
Name or Names—Print or Type
1001 Security Blvd. Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

RECORD FEE 13.00
POSTAGE .50
TOTAL DTH #1 139433
26 4 87
CK

Dated: 7/14/87

Seena, Reback and Company
Name of Secured Party

[Signature]
Signature of Secured Party

M. S. Drought - Credit Central Manager
Type or Print (Include Title if Company)

1350

Mailed to Secured Party

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

Roll No. 306 Page No. 288
Identification No. 249397 Dated 10/13/83

1. Debtor(s) { Charles A. and Pauline S. Waff
Name or Names—Print or Type
506 Sylvan Way Pasadena CA. 91122
Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party { Sears, Roebuck and Company
Name or Names—Print or Type
7001 Scripps Blvd., San Diego, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/></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><u>Termination</u></p>

FILED 10/13/83 10:00 AM 109:34

86-4 97
CA

Dated: 7/14/87 _____
Sears, Roebuck and Company
Name of Secured Party
[Signature]
Signature of Secured Party
M. S. Drought *Credit Central Manager
Type or Print (Include Title if Company)

1350

Mailed to Secured Party

FINANCING STATEMENT

File No

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

<p>1. DEBTOR(S) (OR ASSIGNOR) and Address(es) CARDINAL INDUSTRIES, INC. .333 South Hammonds Ferry Road Glen Burnie, Maryland 21061 2040 South Hamilton Road Columbus, Ohio 43232</p>	<p>2. a. SECURED PARTY (OR ASSIGNEE) and Address EQUITABLE BANK, N.A. 100 South Charles Street Baltimore, Maryland 21201</p> <hr/> <p>2. b. ASSIGNEE OF SECURED PARTY (if any) and Address</p>
--	---

3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property:

(a) All right, title and interest of Debtor in and to the property described on Schedule A and Schedule B attached hereto and made a part hereof.

STAMP: RECORD FEE 33.00
 POSTAGE .50
 JUL 18 1987 101 109438
 408 4 97
 CK

(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)

July 16, 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.

1350

Mailed to Secured Party

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 118 units:

(56) 2-bed - S/N 2468-2471, 2473-2476, 2489-2492, 2494-2497,
2499-2502, 2504-2506, 2508-2511, 2513-2515, 2517-2519,
2521-2523, 2525-2528, 2530-2532, 2534-2536, 2538-2540,
2559-2561, 2563-2566

(1) Reception/Office - S/N 2472

(5) Linen - S/N 2483, 2507, 2516, 2524, 2582

(1) Conference Room - S/N 2488

(11) 1-bed sofa efficiency - S/N 2493, 2541, 2546, 2550, 2554,
2558, 2562, 2567, 2571, 2575, 2585

(1) Laundry - S/N 2498

(1) Folding - S/N 2503

(27) 1-bed - S/N 2512, 2542-2545, 2547-2549, 2551-2553, 2555-2557,
2568-2570, 2572-2574, 2576-2578, 2580-2584

(4) 2-bed barrier-free - S/N 2520, 2529, 2533, 2579

(1) 1-bed sofa efficiency barrier-free - S/N 2537

(1) Manager's 2-bedroom apartment - S/N 2586

(10) 1-bed sofa - S/N 2477-2482, 2484-2487

A unit consists of from one to three 12' x 24' prefabricated building unit modules.

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated July 14, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 DEBTOR

Name Fred W. Nilsen
Address 300 Eagle Hill 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 580K Loader/Backhoe
S/N 17419408

Name and address of Assignee

Handwritten notes: 11.30, .50, 6771 101 TOR 50, AUG 4 87, CK

CHECK THE LINES WHICH APPLY

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

(Signature of Debtor)

Fred W. Nilsen

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

Handwritten signature of Barclay D. Tucker II

(Signature of Secured Party)

Barclay D. Tucker II

Type or Print Above Signature on Above Line

Mailed to Assignee

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) JW ENTERPRISES JOSEPH PRITCHARD 1415 ILLINOIS AVE SEVEN, MD 21144	2. Secured Party(ies) and Address(es) Security Ford Tractor, Inc. 3828 Washington Blvd. Baltimore, MD 21227
--	--

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

3. This Financing Statement covers the following types (or items) of personal property:
6555 New Holland Loader, Serial #712088
62" Low Profile Backhoe, B124 Backhoe w/16'24" Bickers

Check if covered: Proceeds of collateral covered Products of collateral covered
4. This transaction is exempt from the Recording Tax.

Filed with:

JW Pritchard (SIGNATURE OF DEBTOR)
J W Pritchard
(SIGNATURE OF DEBTOR)

Security Ford Tractor, Inc. (NAME OF SECURED PARTY)
BY: *Lisa Anselme* Comptroller

12.50

Mailed to Secured Party

500: 515 PAGE 382

268908

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) GALLOWAY, Samuel 5720 Belle Grove Rd BALTIMORE, MD 21225	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)

3. This Financing Statement covers the following types (or items) of personal property:
FORD 951 4' Rotary Cutter, Serial # W M 33362

Check if covered: Proceeds of collateral covered Products of collateral covered
4. This transaction is exempt from the Recording Tax.

Filed with:

<i>Samuel Galloway</i> (SIGNATURE OF DEBTOR) Samuel Galloway	Ford Motor Credit Company (NAME OF SECURED PARTY)
_____ (SIGNATURE OF DEBTOR)	BY: <i>Lina Anala</i> Agent

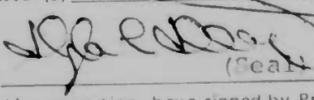
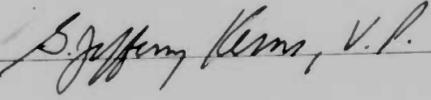
11-50 Mailed to Secured Party



BOOK 515 PAGE 383

268900

11.50

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) (To Be) Recorded in the Land Records.* <small>strike inapplicable words</small>		
Debtor(s) Name(s) and Address(es) Case/Edwards Management Co., Inc. 410 Severn Avenue Annapolis, Anne Arundel, MD 21403	Secured Party Name and Address HEB Equipment Co., Inc. 449 W. Potomac Street Hagerstown, MD 21740	
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> One (1) 1979 Hyster AGGA Forklift s/n 5050 With Diesel Engine		
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>Case/Edwards Management Co., Inc.</u>	Secured Party <u>HEB Equipment Co., Inc.</u>	
By <u></u> <small>(Seal) Title Pres</small>	By <u></u>	
If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which. <u>Frederick Edwards</u>	<u>G. JEFFERY KERNS</u>	
Type or print name(s) of person(s) signing	Type or print name of person signing	

11-00
 11.50
 11-07
 AUG 4 87
 CK

11.50

Mailed to Assignee

13-50

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) (To Be) Recorded in the Land Records.* strike inapplicable words		
Debtor(s) Name(s) and Address(es) Stockett, David Stockett, Joan XXXXXXXXXXXXXXXXXXXXXXXXXXXX21035X XXXXXXXXXXXXXXXXXXXXXXXXXXXX 5234 Soloman Island Road, Lothian, Assignee of Secured Party Anne Arundel, MD 20711 C.I.T. Corporation	Secured Party Name and Address The CIT Group/Equipment Financing, Inc. 1301 York Road Lutherville, MD 21093	
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. Two (2) 1987 Mack RD-686SX Truck s/n's IM2P140C6HA016671 & IM2P140C8HA016672 One (1) 1987 Mack RD-686-S Truck s/n IM2P138C1HA016740 Three (3) New 14' Steel Dump Bodies s/n's 87569, S11306 & S11307		The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.
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>David & Joan Stockett</u> <u>David Stockett</u> TITLE <u>Owner</u> By <u>Joan A. Stockett</u> TITLE <u>surety</u> If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which. <u>David & Joan Stockett</u>	Secured Party <u>The CIT Group/ Equipment Financing, Inc.</u> By <u>S. V. Zachary</u> <u>S. W. Zachary</u>	
Type or print name(s) of person(s) signing	Type or print name of person signing	

Handwritten notes and initials on the left side of the form.

Handwritten notes on the right side of the form, including "12.00", ".50", "MI 710:08", "25 4 87", and "CK".

12-50

Mailed to Secured Party

PART 4 DEBTOR Court Clerk



BOOK 515 PAGE 395

FINANCING STATEMENT

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

5 Debtor(s) Name(s) Address(es)
 John M. Braun 316 Riverdale Road
 Severna Park, Md. 21146

6 Secured Party Address
 Maryland National Bank 7310 Ritchie Highway Suite 100
 Attention D. Whitecotton Glen Burnie, Md. 21061
 (Mr. Clerk: Please return to Maryland National Bank to the department at the address set forth in paragraph 6 above.)

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

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

John M. Braun (Seal)
 John M. Braun (Seal)
 _____ (Seal)

Secured Party
 Maryland National Bank
Dolly S. Whitecotton (Seal)
 Dolly S. Whitecotton, Assistant Branch Manager
 Type name and title

MARYLAND NATIONAL BANK

11-2100-50

Mailed to Secured Party

SCHEDULE A

BOOK 515 PAGE 388

THIS SCHEDULE A is attached to and made part of a Financing Statement/
Security Agreement from John M. Braun to Maryland National Bank

35 HP Evinrude motor serial # E0001860

Mailed to Secured Party

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Dolores Gurney
Sharon March

1 South Ridge Road #3
Hanover, Maryland 21076

SECURED PARTY

THE BANK OF BALTIMORE
(Assigned)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21201

1. This Financing Statement covers the following types (or items) of property (the collateral).
NEW 1987 Holly Park Homes, Inc., "Forest Park Residential" Mobile Home, 70 X 14, 01-FPR-18477
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

12:00
12:50
MAY 10 11:10:18
MAY 4 87
CL

Debtor

Secured Party

Dolores Gurney
Dolores Gurney
Sharon March
Sharon March

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

1250

Mailed to Secured Party

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

John Mitchell Parker
Sarah Louise Parker

7959 Telegraph Road #91
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).
USED 1987 Holly Park Homes, Inc., "Forest Park" Mobile Home 60 X 14, Serial # 01-FP-16221
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

12.00
-50
110:19
46-37
X

Debtor

Secured Party

John Mitchell Parker
JOHN MITCHELL PARKER

THE BANK OF BALTIMORE

Sarah Louise Parker
SARAH LOUISE PARKER

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

12.50

Mailed to Secured Party

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

David A. Hastings
Inez S. Hastings

1 South Ridge Road #187
Hanover, Maryland 21076

Chesapeake Mobile Court #187

AAC
12.00
110:19
APR 4 87
OK

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 Imperial Homes Corp., "Sovereign" Print 1810 Mobile Home 64 X 28, Beige, Serial # IH871860A/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

Donald A. Hastings
Donald a. Hastings
Inez S. Hastings
Inez S. Hastings

Secured Party

THE BANK OF BALTIMORE

BY

Mrs. Sophia 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

1250

Mailed to Secured Party

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Robert E. Fennelly, Jr.

490 Patuxent Road #25
Odenton, Maryland 21113

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 Imperial Homes Corp., "Sovereign" S-500 Mobile Home 70 X 14, White, Serial # IHS71810
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.

11-00
150
11-02-87
11-4-87
CK

Debtor

Secured Party

Robert E. Fennelly, Jr.
ROBERT E. FENNELLY, JR.

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

Mailed to Secured Party

ANNE ARUNDEL COUNTY

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 300,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County.

5. Debtor(s) Name(s) Address(es)
 The J.E. Smith Company of Baltimore City No. 10, Route 3, Box 100
 Millersville, Maryland 21108

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

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 _____ (Seal) The J.E. Smith Company of Baltimore City
 _____ (Seal) By: *Murrell E. Smith* (Seal)
 _____ (Seal) Murrell E. Smith, President

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

Mailed to Secured Party

11 -
 2100.00
 .50

2.00
 2100.00
 .50
 110423
 WE + 87
 CK

SCHEDULE A

BOOK 515 PAGE 393

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association, a national banking corporation and The J. E. Smith Company of Baltimore City, a Maryland corporation.

Specific Equipment, continued

- (1) Miehle/Roland four color printing press; Serial # 1951
Model # 800 Series 812

Sheet Fed offset press with the following equipment/accessories;

- 1, Roland-Matic Alcohol dampening system.
- 2, Refrigerator-Recirculators
- 3, Ink agitators
- 4, Oxy-Dry Powder spray system
- 5, Continuous Feeder and Delivery
- 6, Air-Drums
- 7, Carlson Pin register system without punch
- 8, Spare rollers and parts

Mailed to Secured Party

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

268937

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-
does not 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 Mil-Tech Machine, Inc.
Address 7525 Connelley Dr. Suite G Hanover, MD 21076

2. SECURED PARTY

Name W. C. Burroughs & Associates, Inc.
Address 7146 Montevideo Rd. Jessup, MD 20794
Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

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

ASSIGNEE OF THE SECURED PARTY:

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

RECORDED
POSTAGE
17.00
50
10/21/84 0777/001 116-05
MS 3-87
CK

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)

Mil-Tech Machine, 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

MS

CONDITIONAL SALE CONTRACT NOTE

TO: W. C. Burroughs & Associates, Inc. FROM: Mil-Tech Machine, Inc.
("Seller") ("Buyer")
7146 Montevideo Rd. Jessup, MD 20794 7525 Connelley Dr., Suite G Hanover, MD
(Address of Seller) (Address of Buyer) 21076

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

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

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

(1) TIME SALES PRICE	\$ 44,060.60
(2) Less DOWN PAYMENT IN CASH	\$ 8,750.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$	-0-
(4) CONTRACT PRICE (Time Balance)	\$ 35,310.60

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 7525 Connelley Dr. Suite G Hanover, MD 21076

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Thirty five thousand three hundred ten and 60/100*****
 ***** Dollars (\$ 35,310.60)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 17th day of August, 19 87, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 588.51 and the final installment being in the amount of \$ 588.51

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, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

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

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

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

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

Date: July 16, 19 87

BUYER(S)-MAKERS(S):

Accepted W. C. Burroughs & Associates, Inc. (SEAL)
(Print Name of Seller Here)

Mil-Tech Machine, Inc. (SEAL)
(Print Name of Buyer-Maker Here)

By: [Signature]

By: Thomas J. Doray
 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 _____

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 deficiencies 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 deficiencies 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 amounts 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 apprehensions, stay or suspension hereof 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 retention 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 agreements shall attach to any proceeds in its sale the terms Holder may apply and on change applications of any same paid under to be paid by or for Buyer under our 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 person individually, severally with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at a rate 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 by writing. Seller shall not be responsible for any delay in payment of the balance due hereunder or for any loss of or damage to the property hereunder. A notice in any section shall not operate as a waiver of a breach of any part of the conditions hereof. In the event of a breach of 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 Seller's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer at Seller's address shown hereon by certified mail within three days of such service having been effected. The parties hereby agree to the venue and jurisdiction of any suit to be brought in New York County, New York, and the law of New York shall govern the law in any jurisdiction that may be applied to the law of said jurisdiction, be deemed valid. The extent of such jurisdiction, but without unduly affecting the remedial provisions hereof. The parties hereto 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 this contract is enforceable, and enforceable in each jurisdiction hereof shall be determined by the law of the state of residence in principal place of business of Buyer, Seller or Holder, whichever resides each such provision effective. This contract shall be binding upon our 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.

_____ (U.S.) _____ (U.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)
 _____ (U.S.) _____ (U.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 and it Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

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

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

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

BOOK 515 PAGE 39

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated July 16, 19 87 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
one (1)	Republic Engine Lathe	16X60	16684090087
two (2)	Lagun Vertical Milling Machines with digital read out	FTV-2	23002 23003
one (1)	New Victor Horizontal Cut-off Saw	MH916JA	

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

Seller, Mortgagee or Lessor:

W. C. Burroughs & Associates, Inc.

[Signature]

Purchaser, Mortgagor or Lessee:

Mil-Tech Machine, Inc.

By: *Thomas J. Doray*
Pres.

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 July 16, 1987

between W. C. Burroughs & Associates, Inc. as Seller-Lessor-Mortgagee and Mfl-Tech Machine, Inc. 7525 Connelley Dr. Suite G Hanover, MD 21076 (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 hereto is \$ 35,310.60

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 16th day of July 1987

W. C. Burroughs & Associates, Inc. (Name)

[Signature]

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

CA 13A

Mailed to Assignee

300A 515 PAGE 400

268913

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

1 Debtor(s) (Last Name First) and addresses:
Macke Laundry Services, Inc.
5006 Herzel Place
Beltsville, Maryland 20705

2 Secured Party(ies) and addresses:
Citicorp Industrial Credit,
Inc., as Agent*
200 South Wacker Drive
Chicago, Illinois 60606
*Secured Party is agent for
itself and Bankers Trust
Company

3 Maturity date (if any)

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

RECORDING FEE 11.00
POSTAGE .50
REC'D CLERK PRINCE GEORGES
AUG 1 1987
CK

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

All of Debtor's now owned and existing and hereafter acquired and arising accounts, inventory, machinery, equipment, fixtures, general intangibles, chattel paper, instruments and documents as more particularly described on Exhibit A attached hereto and made a part hereof. Amount of taxable debt is \$5,992,000.00. Recordation tax in the amount of \$26,364.80 was paid to Clerk of Circuit Court of Prince Georges County, Maryland on July 10, 1987.

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: 1

Filed with: Clerk of Circuit Court of Anne Arundel County, Maryland

MACKE LAUNDRY SERVICES, INC.

By: Heather Deeth, V.P.
Signature(s) of Debtor(s)

By: _____
Signature of Secured Party

1190

(STANDARD)

(1) FILING OFFICER COPY—ALPHABETICAL

EXHIBIT A
TO
FINANCING STATEMENT

Debtor:

Macke Laundry Services,
Inc.
5006 Herzel Place
Beltsville, Maryland 20705

Secured Party:

Citicorp Industrial
Credit, Inc., as Agent
200 South Wacker Drive
Chicago, Illinois 60606

Description of Collateral:

All of the following property, and interests in property, of Debtor, whether now owned or existing or hereafter acquired or arising and wheresoever located: accounts, inventory (including, without limitation, goods, materials, supplies and other merchandise intended for sale or lease or furnished under any contract of service), goods, furniture, machinery, equipment (including, without limitation, washing machines, dryers, coin counting machines and vending machines), fixtures, general intangibles (including, without limitation, goodwill, inventions, designs, patents, patent applications, trademarks, trademark applications, trade names, licenses, leasehold interests in real and personal property, franchises, tax refund claims, claims against carriers, shippers, franchisees, lessors, lessees and bailees, rights to indemnification, and guarantee claims, security interests or other security held by or granted to Debtor to secure payment of Debtor's accounts), tax refunds, chattel paper, contract rights, instruments, documents, notes, returned and repossessed goods, recoveries from third parties arising from the invalidation, subordination or avoidance of liens or security interests on assets of the Debtor or any predecessor in interest to the Debtor, proceeds of any letter of credit on which the Debtor is named as beneficiary, and all other personal property or interests in personal property; together with all accessions to, substitutions for, and all replacements, products and proceeds of the foregoing (including, without limitation, proceeds of insurance policies insuring any of the foregoing and proceeds from the lease to or use by third parties, or provision of services with, any of the foregoing), all books and records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records and corporate, partnership and other business records) pertaining to any of the foregoing, and all insurance policies insuring any of the foregoing.

MACKE LAUNDRY SERVICES,
INC.

Mailed to Secured Party

By: Norman K. Korman V.P.

BOOK 515 PAGE 402

268919

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

1 Debtor(s) (Last Name First) and addresses)
Macke Laundry Service
122/ Limited Partnership
124 B Messner
Wheeling, Illinois 60090

2 Secured Party(ies) and addresses)
Citicorp Industrial Credit,
Inc., as Agent*
200 South Wacker Drive
Chicago, Illinois 60606
*Secured Party is agent for
itself and Bankers Trust Company

3 Maturity date (if any)

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

RECORDING FEE 10.00
LITIGATION 1.50
NOTARY FEE 1.00
TOTAL 12.50
CK

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

All of Debtor's now owned and existing and hereafter acquired and arising accounts, inventory, machinery, equipment, fixtures, general intangibles, chattel paper, instruments and documents as more particularly described on Exhibit A attached hereto and made a part hereof. Amount of taxable debt is \$640,000.00. Recordation tax in the amount of \$2,816.00 was paid to Clerk of Circuit Court of Prince Georges County, Maryland on July 10, 1987.

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: 1

Filed with: Clerk of Circuit Court of Anne Arundel County, Maryland

MACKE LAUNDRY SERVICE LIMITED PARTNERSHIP

By: *[Signature]*
Signature of Debtor(s)
Vice President of M/S Laundry, Inc.,
a General Partner
(STANDARD)

By:
Signature of Secured Party

(1) FILING OFFICER (2) ALPHABETICAL

EXHIBIT A
TO
FINANCING STATEMENT

BOOK 515 PAGE 403

Debtor:

Macke Laundry Service
Limited Partnership
122/124 B Messner
Wheeling, Illinois 60090

Secured Party:

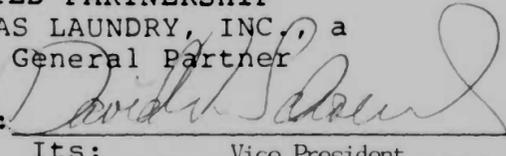
Citicorp Industrial
Credit, Inc., as Agent
200 South Wacker Drive
Chicago, Illinois 60606

Description of Collateral:

All of the following property, and interests in property, of Debtor, whether now owned or existing or hereafter acquired or arising and wheresoever located: accounts, inventory (including, without limitation, goods, materials, supplies and other merchandise intended for sale or lease or furnished under any contract of service), goods, furniture, machinery, equipment (including, without limitation, washing machines, dryers, coin counting machines and vending machines), fixtures, general intangibles (including, without limitation, goodwill, inventions, designs, patents, patent applications, trademarks, trademark applications, trade names, licenses, leasehold interests in real and personal property, franchises, tax refund claims, claims against carriers, shippers, franchisees, lessors, lessees and bailees, rights to indemnification, and guarantee claims, security interests or other security held by or granted to Debtor to secure payment of Debtor's accounts), tax refunds, chattel paper, contract rights, instruments, documents, notes, returned and repossessed goods, recoveries from third parties arising from the invalidation, subordination or avoidance of liens or security interests on assets of the Debtor or any predecessor in interest to the Debtor, proceeds of any letter of credit on which the Debtor is named as beneficiary, and all other personal property or interests in personal property; together with all accessions to, substitutions for, and all replacements, products and proceeds of the foregoing (including, without limitation, proceeds of insurance policies insuring any of the foregoing and proceeds from the lease to or use by third parties, or provision of services with, any of the foregoing), all books and records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records and corporate, partnership and other business records) pertaining to any of the foregoing, and all insurance policies insuring any of the foregoing.

MACKE LAUNDRY SERVICE
LIMITED PARTNERSHIP

By: MAS LAUNDRY, INC., a
General Partner

By: 
Its: Vice President

Mailed to Secured Party

BOOK 515 PAGE 404

208920

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) Venus Enterprises, Inc. T/A Econo Lodge c/o Annapolis Terrace Motel 71 Revell Highway Annapolis, Maryland 21401	2 Secured Party(ies) and address(es) B C Leasing Associates 3930 Knowles Avenue Kensington, Maryland 20895	3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office) FILED 12:00 PM APR 15 1987
4 This financing statement covers the following types (or items) of property Lease #16-1782-1, dated April 9, 1987, between B C LEASING ASSOCIATES, Lessor and VENUS ENTERPRISES, INC. T/A ECONO LODGE Lessee, pertaining to the following equipment located at: 232 South Dupont Highway, New Castle, Delaware 19720, as shown on Schedule "A" attached hereto and made a part hereof by reference SEE SCHEDULE "A" ATTACHED NOT SUBJECT TO RECORDATION TAXES		5 Assignee(s) of Secured Party and Address(es) Signet Bank 2000 "M" Street, N.W. Washington, D.C. 20036 ATTN: Credit Svcs I/L CK

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

VENUS ENTERPRISES, INC. T/A ECONO LODGE
 By: Lallubhai R. Patel Signature(s) of Debtor(s)
 Title: President

B C LEASING ASSOCIATES
 By: Michael G. Fredricks Signature(s) of Secured Party(ies)
 Title:

STANDARD FORM - FORM UCC-1.

Filed with: Anne Arundel

(1) Filing Officer Copy-Alphabetical

Mailed to Secured Party

BOOK 515 PAGE 405

Venus Enterprises, Inc. T/A Econo Lodge

Lease 6-1782-1

Schedule "A" - Equipment List

- 60- #6-2216NS1 1-Drawer Night Stand
- 60- #6-2545M Mirror
- 60- #6-3028RT 30" Round Table
- 80- #6-46HBMW 4/6 Headboard, Wall Mounted
- 20- #6-66HBMW 6/6 Headboard, Wall Mounted
- 60- #6-7220CR2 2-Drawer Credenza
- 60- #6-500DCV-7 Desk, Mauve
- 120- #6-505LCV-7 Lounge, Mauve
- 20- #6-4222WD Writing Desk

Mailed to Secured Party

268921

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

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

1. DEBTOR

Name DISCOUNT PRINTING & OFFICE SUPPLIES

Address 8091 Bellaire Rd., #3 Baltimore, MD 21236

2. SECURED PARTY

Name MIDLANTIC COMMERCIAL LEASING CORP.

Address 225 West 34th Street, New York, N. Y. 10122

Mr. Rodney Burns 8091 Bellaire Rd., #3 Baltimore, MD 21236

Person And Address To Whom Statement Is To Be Returned 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 Creative acuum Form Machine #5000.

Together with all additions, accessions, and or replacements of any or all parts thereof.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

B. Rodney Burns

Type or Print Above Name on Above Line

B. Rodney Burns

(Signature of Debtor)

DISCOUNT PRINTING & OFFICE SUPPLIES

Type or Print Above Signature on Above Line

J Banks

(Signature of Secured Party)

MIDLANTIC COMMERCIAL LEASING CORP.

Type or Print Above Signature on Above Line

Mail to Mr. Rodney Burns
Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. 208022

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Arundel Structures
Address 1993 Moreland Parkway, Annapolis, MD. 21401

2. SECURED PARTY

Name Furnival Machinery Company
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, D53S-17, Crawler Loader, Serial # 80199

RECEIVED
MAY 4 1987
CK

CHECK THE LINES WHICH APPLY

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

Signature of Debtor

William K. Forthofer
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

11/80

Mailed to Secured Party

Signature of Secured Party

(Signature of Secured Party)

Type or Print Above Signature on Above Line

800: 515 PAGE 408

268923

The 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))
 ROBERT G. AKENS
 LOT 4 7959 TELEGRAPH RD
 SEVERN MD 21144

2. Secured Party(ies) Name(s) and Address(es)
 GREEN TREE ACCEPTANCE INC.
 2200 OPITZ BLVD ; #245
 WOODBRIDGE, VA 22191

3. The Debtor is a transmitting utility

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

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

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

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. Name of a Record Owner

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

10. This statement is filed without the Debtor's signature as 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 Consignor(s), or
 Lessee(s) and Lessor(s)

No. & Street _____ Town or City _____ County _____ Section _____ Block _____ Lot _____

By: ROBERT G. AKENS
 Signature(s) of Debtor(s)

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

GREEN TREE ACCEPTANCE INC.

(3-83) FILING OFFICER COPY - NUMERICAL
 STANDARD FORM - FORM UCC 1 - Approved by Secretary of Commonwealth of Pennsylvania

Mailed to Secured Party

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

1. Debtor(s) (Last Name First) and Address(es):
 RODGER ALLAN ANDERSON
 CAROL H. REGGI
 LOT 146 RIDGE CHAPEL RD
 HANOVER VA 22924

2. Secured Party(ies) Name(s) and Address(es):
 GREEN TREE ACCEPTANCE INC.
 2200 SPITZ BLVD # 245
 WOODBRIDGE, VA 22191

3. The Debtor is a transmitting utility

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

RECORD FEE
 12.00
 12.00
 24.00
 24.00
 48.00

5. This Financing Statement covers the following types (or items) of property:
 1985 IMPERIAL REGAL
 70 X 14 SERIAL # 85575
 *AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S

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

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. Proceeds of the Collateral are also covered by AGREEMENT AND/OR RETAIL
 Describe Real Estate Here This statement is to be indexed in the Real Estate Records

9. Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					
11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)					

RODGER ALLAN ANDERSON CAROL H. REGGI GREEN TREE ACCEPTANCE INC.

By *Rodger Allan Anderson* Signature(s) of Debtor(s)
 By *Isabel Manfredi* Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked)

(3/83) (1) FILING OFFICER COPY—NUMERICAL 1230
 STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

Mailed to Secured Party

ANNE ARUNDEL COUNTY

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 89,462.13. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to State Department of Assessments & Taxation.

5. Debtor(s) Name(s) Address(es)
 Community Radiology Associates of Baltimore, Inc. see attached schedule "A"

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

7. This Financing Statement covers the following property and all proceeds and products thereof, 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
 Community Radiology Associates of Baltimore, Inc. _____ (Seal) _____ (Seal)

By: _____ (Seal) _____ (Seal)
 Jack M. Korsower, M.D., President

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

17-50

SCHEDULE A

Addressees of Debtor

1. 18111 Prince Phillip Drive, Suite T-20
Olney, Maryland 20832
2. Northwest Medical Center
4432 Park Heights Avenue
Baltimore, Maryland 21215
3. Bel Air Medical Center
212 S. Bond Street
Suite 103
Bel Air, Maryland 21014
4. Jai Medical Center
5010 York Road
Baltimore, Maryland 21212
5. Medical Arts Center
325 Hospital Drive
Suite 106
Glen Burnie, Maryland 21061
6. Oakwood Professional Building
7845 Oakwood Road
Suite 105
Glen Burnie, Maryland 21061
7. Parkanna Medical Center
4000 Annapolis Road
Baltimore, Maryland 21227

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

SCHEDULE A

BOOK 515 PAGE 412

THIS SCHEDULE "A" is attached to and made a part of a Financing Statement to Equitable Bank, National Association from Community Radiology Associates of Baltimore, Inc., a Maryland Corporation.

2	LANIER SERIES III-E/KSU		MODEL #120-1910
5	10 BUTTON TELEPHONE		MODEL #120-4047
5	10 BUTTON SPEAKERPHONE		MODEL #120-4015
1	LANIER SERIES VI-E/KSU	#	
1	REBUILT M7B PROCESSOR	# 12399	
1	TIM AW-1	# 1229944	
3	MINOLTA COPIERS	#	MODEL #270
		#	
		#	
1	MURATA/IMAGE MASTER	#	MODEL #1011
3	14 x 17 JPI ADAPTGRID	#	
		#	
		#	
3	10 x 12 JPI ADAPTGRID	#	
		#	
		#	
3	S & S CASS. HOLDER	#	
		#	
		#	
4	MURATA IMAGEMATE	#	MODEL #2051
		#	
		#	
		#	
1	ASSY- FINAL LP5 MON 60HZ	# 048519	
1	ASSY-FINAL, LP5 DEF	# 027279	
1	ASSY-FINAL, B.S.S. 115V	# 006946	

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

SCHEDULE A (continued)

BOOK 515 PAGE 413

Add to R/F Table

New	UT X-Ray tube, Diamond 150th, .6 - 1.2
New	Air Compressor
Used	Spot Filmer, 9½ x 9½, air driven
New	H.V. Cables
Used	U.T. Collimator
Used	6" I.I. With mirror suspension Carriage and bearing kit
Used	TV Camera with New TV Monitor
Used	ABS
New	Fischer 350, 400 mA 150 kV R & F Generator

Mailed to Secured Party

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

FINANCING STATEMENT

1 To Be Recorded in the Land Records at _____
2 To Be Recorded among the Financing Records at Anne Arundel County
3 Not subject to Recordation Tax
4 Subject to Recordation Tax on an initial debt in the principal amount of \$60,000.00 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 _____

5 Debtor(s) Name(s) Address(es)
Maryland Pennysaver Group, 408 Headquarters Drive
Inc. Millersville, MD 21108

6 Secured Party Maryland National Bank Address Department Collateral Unit
Attention Mr. Claude Patrick Post Office Box 987, Mailstop 500-501
Baltimore, Maryland 21203
(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

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

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

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

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

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

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

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

G Specific Equipment. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H Other. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8 All or a portion of the property described above is affixed to or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

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

See Schedule A

Debtor Maryland Pennysaver Group, Inc.

Secured Party Maryland National Bank

By: [Signature] (Seal)
Type name and title, if any

By: Maureen S. Konschnik (Seal)

By: _____ (Seal)
Type name and title, if any

Maureen T. Konschnik, Vice President
Type name and title

11/2 4/20/83

SCHEDULE A

<u>Invoice No.</u>	<u>Quantity</u>	<u>Model No.</u>	<u>Description</u>
	1	STD	Telrad Standard Display Phone
	1	DSS	DSS-Consold W/Overlays
	8	SLT-1	Teledex SLT-1 Telephones
	5	2-Link	Two-Line Telephones
	1	CMS-Sr 18	4EL CMS-Sr Call Sequencer System (18 lines)
	1	PCB	Main PCB; 2:08 (Mis) Digital Voice w/3 channels
	1	Oki-182A	OKI-Data 182A Serial Printer
	1	Power	Telrad Power Supply
	1	Power	Power Surge Protection Device
	1	24/64KSV	Telrad 24/64 Key Bx w/SLT Power
	2	TMX-8	TMX Trunk Co Cards (8 Circuits)
	1	TMX-4	TMX Truck Co Cards (4 Circuits)
	1	LMX-4	LMX Station Card (4 Circuits)
	3	OPMX	OPMX Station Cards (7 Circuits,TTD)
MAJ0801203	4	M2513	Macintock Plus 1MB, Plat
	1	A9M0106	Disk 3,50" Platinum
	4	PN208	Phone Net+Connector Cir8
MAJ0801030	4	PN208	Phone Net+Connector CIR8
	4	M2513	Macintosh Plus, 1MB, Plat
	1	M0198	Laserwriter Plus
	1	A9M0106	Disk 3,50" Platinum
	1	M0180	Toner for Laserwriter
	1	PN209	Phone Net+Connector D89
3223	4	Mac+	Mac+ Security Devices
3167	4		3.0 DMS Packages
	1		Freight Charges

Mailed to Secured Party

BOOK 515 PAGE 416

MARYLAND FINANCING STATEMENT

208927

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

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

1. LESSEE William F. Karabinus - C.P.A.
820 Ritchie Hwy. Suite 2A (Name or Names) Severna Park, Maryland 21146
(Address)

LESSEE
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
3767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Superior Service Corporation
of LESSOR (Name or Names)
2001 E. Joppa Rd. Baltimore, Maryland 21234
(Address)

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

1 - Multi Link Advance Software; 1 - Y60 Terminal; 1 - 50 ft. Cable; 1 - AT Gizmo; 1 - Memory Board 1 Mb; 1 - Printer Buffer w/ Cable; 1 - Genoa Tape Back-up System Model 3160; 3 - Tape Cartridges; 1 - Seagate 40 MB Hard Drive Model ST251

Handwritten initials in a circle.

Handwritten notes: 11.00, .50, 11.3401, AUG 4 87, CK

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

LESSEE William F. Karabinus - C.P.A.

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

7/11/87 By: [Signature]
William F. Karabinus (Title)

By: [Signature] Manager
Brian G. Connelly (Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: (Title)

Return to: CHESAPEAKE INDUSTRIAL LEASING CO., INC.
3767 SATYR HILL ROAD
BALTIMORE, MD 21234

(Type or print name of person signing)

Mailed to Secured Party

Handwritten number 1150

BOOK 515 PAGE 417

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) LEES, DAVID B. & DANIELE F. 5864 marbury rd. BETHESDA, MD. 20817 69-027-2333-7	2. Secured Party(ies) and address(es) MIDLANTIC NATIONAL BANK 2 BROAD ST. BLOOMFIELD, N.J. 07003	3. Maturity date (if any) For Filing Officer (Date, Time and Filing Office) 10.00 10.00 11.30-12 48 4 37 CK
4. This statement refers to original Financing Statement bearing File No. <u>Liber 456 Pg. 144</u> Filed with <u>ANNE ARUNDEL CNTY.</u> Date Filed <u>11/17/82</u> 19 <u> </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: _____

10/20

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

MIDLANTIC NATIONAL BANK
 By: [Signature] AVP
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(F) Filing Officer Copy - Alphabetical

Mailed to Secured Party

BOOK

515 PAGE 418

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 268923

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Siebenhaar, Charles J. & Bonnie Lee Siebenhaar
Address 349 Shallett Drive, Millersville, MD 21108

2. SECURED PARTY

Name Custon Heating & A/C Inc.
Address 1232 Old Dorsex Road
Harmans, MD 21077

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

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
HS19261 Lennox A/C

RECORD FEE 12.00
POSTAGE .50
RECORD FUND FOR TITLE 113.00
MAY 4 97
CK

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)

Lot # 121, as shown on a plat entitled Village of Olde Mill, Section 3, Plat 2, which plat is Recorded among the land records of Anne Arundel in Plat Book # 42 Folio 22, The improvement there on being known as 349 Chalet Drive

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

Record owners: Charles John & Bonnie L. Siebenhaar

Charles J. Siebenhaar
(Signature of Debtor)

Charles J. & Bonnie Lee Siebenhaar
Type or Print Above Name on Above Line
Bonnie L. Siebenhaar
(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party
Lois J. Jones Secretary Treas
(Signature of Secured Party)

Custom Heating & A/C Inc.
Type or Print Above Signature on Above Line

17.50

C:MN222306.FIS
3740:B
08/03/87

BODA 515 PAGE 419

208929

FINANCING STATEMENT

1. Names of Debtor: HANOVER PARTNERSHIP
HARVEY L. BLONDER
Address: 124 Maryland Route 3 Center
Box 289
Millersville, Maryland 21108
2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Real Estate Department
Construction Finance Section
10 Light Street
Baltimore, Maryland 21202

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

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated August 3, 1987 from Debtor to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

4. Proceeds and products of all collateral are covered.

116.50

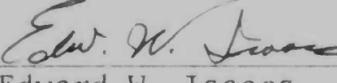
BOOK 515 PAGE 420

5. Recordation tax on the principal sum of \$528,000 has been paid to the Clerk of the Circuit Court of Anne Arundel County upon recording of the Deed of Trust.

Debtor:

HANOVER PARTNERSHIP

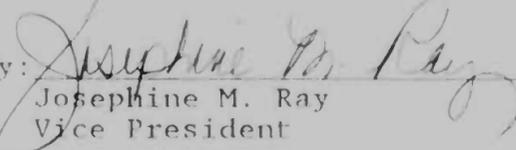
By: 
Harvey L. Blonder
Partner

By: 
Edward W. Isaacs
Partner


Harvey L. Blonder

Secured Party:

MARYLAND NATIONAL BANK

By: 
Josephine M. Ray
Vice President

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: Mabeth W. Hudson

PLEASE RECORD AS FOLLOWS:

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

BOOK 515 PAGE 421

EXHIBIT A

PROPERTY DESCRIPTION

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

BEGINNING at a point on the southwest side of Hanover Street at the northwest line of a 15 feet alley, said point of beginning being North 44 degrees 45 minutes West, 153.75 feet from the northwesterly line of Maryland Avenue. Proceeding thence with the northwesterly line of alley, South 45 degrees 15 minutes West, 99.25 feet to a point, thence crossing said alley South 46 degrees 15 minutes East, 13.70 feet, thence with the face of existing building, South 44 degrees, 09 minutes 53 seconds, West 50.27 feet to corner of existing building, thence North 45 degrees 19 minutes 32 seconds West, 123.32 feet to a point, thence North 44 degrees 30 minutes East, 48.29 feet, thence South 46 degrees 15 minutes East, 51.50 feet, thence North 45 degrees 42 minutes 47 seconds East, 100.77 feet to the southwesterly side of Hanover Street, thence with the southwesterly side of Hanover Street, South 44 degrees 45 minutes East, 57.00 feet to the point of beginning, containing 11,810 square feet.

TOGETHER with the use of an alley fourteen feet wide as described in a Deed dated December 8, 1947 from Sidney W. French and Paula G. French to French Oldsmobile, Incorporated of Annapolis, Maryland recorded among the Land Records of Anne Arundel County, Maryland at Liber 450, page 167.

BEING the same property acquired by Harvey Blonder by deed dated February 27, 1979 and recorded among the Land Records of Anne Arundel County in Liber 3190, folio 807.

Mailed to Secured Party

Mail to *Miles & Stockbridge*

BOOK 515 PAGE 422

268930

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) Technical Assistance Group, Inc. 2510 Riva Road Annapolis, MD 21401	(2) Secured Party(ies) (Name(s) And Address(es)) STUDEBAKER-WORTHINGTON LEASING CORP. 100 JERICO QUADRANGLE JERICO, NY 11753	RECORD FEE 11.00 RECORD TAX 10.50 POSTAGE .50
(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 #010460 0040 R04 114153 09/04/87

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

TRUE LEASE TRANSACTION

Amount of Indebtedness is \$1295.00

Subject to Reordation Tax \$ 10.50

proceeds

~~Proceeds~~ of the Collateral Are Also Covered.

Tandy DMP 2110 Printer and Related property.

(6) Signatures: Debtor(s)

Technical Assistance Group, Inc.

(By) *[Signature]*
Standard Form Approved by N.C. Sec. of State and other states shown above.

(4) Filing Officer Copy - Retentional

Secured Party(ies) [or Assignees]

STUDEBAKER-WORTHINGTON LEASING CORP.

(By) *[Signature]*

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

- (1) Collateral is subject to Security Interest In Another Jurisdiction and
- Collateral Is Brought Into This State
- Debtor's Location Changed To This State
- (2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

Mailed to Secured Party

11.00 10.50 .50

515 423

268931

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 7/1/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Golden Valley Farms

Address 5672 Nutwell Sudley Rd., Deale MD 20751

2. SECURED PARTY

Name John Deere Company

Address P.O. Box 65090

West Des Moines, Iowa

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

3. Maturity date of obligation (if any) _____

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

- New J.D. 935 Diesel Front Mount Mower
- New J.D. 72" Grooming mower

RECORD FEE 11.00

POSTAGE .50

#010480 0040 R04 T143

08/04/87

CP

CHECK THE LINES WHICH APPLY

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

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

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

Golden Valley Farms
(Signature of Debtor)

Golden Valley Farms
Type or Print Above Name on Above Line

Bradley Simmons
(Signature of Debtor)

Bradley Simmons
Type or Print Above Signature on Above Line

(Signature of Secured Party)

John Deere Co.
Type or Print Above Signature on Above Line

CLERK'S NOTATION

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

PRINTED BY JAMES BLUMBERG, INC.

UCC-1 MARYLAND

1100

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 7/7/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Thomas Gooding
Address 223 South River Clubhouse Rd., Harwood MD 20776

2. SECURED PARTY

Name Annapolis 4A Rentals & Sales
Address 1919 Lincoln Dr., 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)

New John Deere 855 Hydrostatic Diesel Tractor, MFWD, Roll Guard, Turf tires,
S/N M00855D436148

John Deere 72" mid mount mower

RECORD FEE 11.00

POSTAGE .50

#010490 0040 R04 T143T

08/04/87

CK

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Thomas Gooding
(Signature of Debtor)

Thomas Gooding
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Annapolis 4A Rentals & Sales
Type or Print Above Signature on Above Line

Mailed to Secured Party

1100 2

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 7/7/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Wilbur Force Foundation Inc
Address P.O. Box 178 Royal Oak, MD 21662

2. SECURED PARTY

Name John Deere Co.
Address P.O. Box 65090
West Des Moines, Iowa 50265-0090

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

3. Maturity date of obligation (if any) _____

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

New John Deere 855 Diesel Tractor
S/N M00855C364115
JD 52 Loader
JD 72" Mower

RECORD FEE 11.00

POSTAGE .50

#010500 C040 R04 T14157

CHECK THE LINES WHICH APPLY

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

00/04/87
CK

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

Wilbur Force Foundation Inc
Type or Print Above Name on Above Line

X [Signature]
(Signature of Debtor)

[Redacted]
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

John Deere Co.
Type or Print Above Signature on Above Line

Mailed to Secured Party

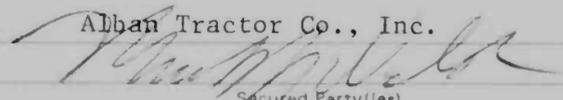
11.00
50

BOOK 515 PAGE 426

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: No. of Additional Sheets Presented:

1. Debtor(s) (Last Name First) and Address(es) Reds Dove, Inc. 2729 Solomons Road Edgewater, MD 21037	2. Secured Party(ies) Name(s) And Address(es) Alban Tractor Co., Inc. 8531 Pulaski Hwy. Baltimore, MD 21237	RECORD FEE 10.00 POSTAGE .50 #010560 0040 R04 71500
3. (a) This statement refers to original Financing Statement bearing File No. 17369 Filed with Anne Arundel Cty. Date Filed June 10 1987 (b) If the original financing statement has previously been continued list the Filing No. of the last continuation filed. (c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block <input type="checkbox"/>		For Filing Officer 08/04/07 CK
4. <input type="checkbox"/> Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective. 5. <input type="checkbox"/> Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.) 6. <input checked="" type="checkbox"/> Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in item 9 have been assigned to the assignee whose name and address appear in item 9. 7. <input type="checkbox"/> Amendment. Financing statement bearing file number shown above is amended as set forth in item 9. 8. <input type="checkbox"/> Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above. 9. Assignee: Caterpillar Financial Services Corporation 10630 Little Patuxent Parkway Columbia, MD 21044 One (1) New Caterpillar D4H Track-Type Tractor, S/N 45V62826		

10. Signatures:

By _____ <small>Debtor(s) (necessary only if item 7 is applicable)</small>	By <u>Alban Tractor Co., Inc.</u>  <small>Secured Party(ies)</small>
---	---

(1) Filing Offices Copy - Numerical
FINANCING STATEMENT CHANGE
Standard Form Approved by N. C. Sec. of State and other States shown above.
UCC-3

Mailed to Assignee

10.0

3001 515 427

268931

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. \$ 5,704.80

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

This financing statement Dated May 15, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Patrick J. Callahan

Address 2133 Defense Highway, Crofton, Md. 21114

2. SECURED PARTY

Name United Bank

Address 9420 Pennsylvania Ave., Upper Marlboro, Md. 20772

Attn: L. Boswell

Person And Address To Whom Statement Is To Be Returned 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 Type 8530-021
Ser. #72-1093439

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 11.00

RECORD TAX 42.00

POSTAGE .50

#010640 C040 R04 T15+04

Patrick Callahan
(Signature of Debtor)

Patrick J. Callahan
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

United Bank & Trust Company of Md. 05/04/87

Newton H. James
(Signature of Secured Party)

Newton H. James
Type or Print Above Name on Above Line

Mailed to Secured Party

11 42.50

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. FSI-7 FJ, 1/79

This Statement is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. I.O. 250079 recorded in
Liber 468 Folio 279 on December 9, 1983 (Date).

1. DEBTOR(S):
Name(s) Eugene L. Johnson
Address(es) c/o Sun & Sea Yacht Charters, Annapolis, MD (Anne Arundel Co.)

2. SECURED PARTY:
Name First Pennsylvania Bank N.A.
Address Centre Square West Concourse, Phila., Pa 19101

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

RECORD FEE 10.00
POSTAGE .50

9. SIGNATURES.

SECURED PARTY

First Pennsylvania Bank N.A.

By *John K. Price*

John K. Price, AVP

(Type, Name and Title)

#010710 C040 R04 T15412
08/04/83
CK

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

Mailed to Secured Party

10.00

268935

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 Annapolis Fine Homes & Investment

Address 2450 Riva Road 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) Vision AT Computer System
- One (1) Citizens Printer

RECORD FEE 11.00

POSTAGE .50

#010730 C040 R04 715:10

08/04/07
CK

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Norman W. Lutkefelder
(Signature of Debtor)

NORMAN W. LUTKEFELDER
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

*A.A. Co.
1180
50*

Mailed to Secured Party

ty

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:

BACH ENTERPRISES, INC.
3015 Mountain Road
Pasadena, Maryland 21122

2. NAME AND ADDRESS OF SECURED PARTIES:

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

3. This Financing Statement covers all:

- a. Inventory and supplies now owned or hereafter acquired by the Debtor, and all proceeds thereof.
- b. Accounts receivable now existent or hereafter created by the Debtor, and all proceeds thereof.

4. This transaction is exempt from the recordation tax.

Principal amount of this debt is \$40,000.00 to creditor.

DEBTORS:

BACH ENTERPRISES, INC.,
a Maryland Corporation

SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND

BY *Ingvard Bach*
INGVARD BACH, President

BY *Michael Stymon*
MS

AFTER RECORDATION return to:

MANIS, WILKINSON, SNIDER AND GOLDSBOROUGH, CHARTERED
23 West Street, Post Office Box 1911
Annapolis, Maryland 21404

Mail to _____

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 246784

RECORDED IN LIBER 460 FOLIO 308 ON 4/11/83 (DATE)

1. DEBTOR

Name Timothy C. Kraus

Address 328 Arundel Beach Rd. Severna Park, MD 21146

2. SECURED PARTY

Name J I Case Credit Corp.

Address 290 Elwood Davis Rd. Liverpool, NY 13088

5790 Widewaters Pkwy. Deiwtt, NY 13214

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

3. Maturity date of obligation (if any)

RECORDED FEE
POSTAGE
10.00
50
55 NOV 11 1987
200 587
CV

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>
<p style="text-align: right;">Anne Arundel 5317</p>	

Mailed to Secured Party

1000
JP
Dated JUNE 4, 1987

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

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

Roll No. 46 Page No. 417
Identification No. 30461 Date Nov. 5, 1985

1. Debtor(s) John F. Schleich and Irene L. Schleich, his wife
Name or Names - Print or Type
5713 Franklin Street, Anne Arundel County, Maryland
Address - Street No., City - County State Zip Code

2. Secured Party METROPOLITAN LIFE INSURANCE COMPANY c/o WYE MORTGAGE CORPORATION
Name or Names - Print or Type
7801 York Road Baltimore, Maryland 21204
Address - Street No., City - County State Zip Code

3. Maturity Date (if any) October 1, 1995

4. Check Applicable Statement:

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

METROPOLITAN LIFE INSURANCE COMPANY

WITNESS our hands and seals this 17th day of June 19 85

WITNESS:

BY: WYE MORTGAGE CORPORATION

Alfred M. Leary

Nancy L. Shauck

Alfred M. Leary

Nancy L. Shauck, Vice President

Richard N. Schmertzler
Richard N. Schmertzler, Vice President

As its "Attorneys in Fact" (Power of Attorney recorded in Anne Arundel County Liber 3380, Folio 606.)

Mail to Free State Titles & Escrow, Inc
Mailed to Secured Party

10-1-85

To Be Recorded In The Chattel And Land Records Of The Local Jurisdiction And Among The Financing Statement Records Of The State Department Of Assessments And Taxation.

Recordation Tax To Be Paid As Follows
Baltimore City \$
Anne Arundel County \$
Recordation Tax Also Paid To Anne Arundel County Upon Filing Of A Deed Of Trust.
Also Evidencing An indemnity Transaction.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

RECORD FEE 18.00
POSTAGE .50
MORTGAGE REG. FEE 110.45
FEB 11 87

1. **DEBTORS:**

THE ASPHALT SERVICE CO., INC.
ASCO HOLDINGS, INC.
1836 Chesapeake Avenue
Baltimore, Maryland 21226

2. **SECURED PARTY:**

EQUITABLE BANK, NATIONAL ASSOCIATION
100 South Charles Street
Baltimore, Maryland 21201-2791
Attention: Nancy A. Lindquist,
Corporate Banking Representative

3. This Financing Statement covers and the Debtors grant a security interest to the Secured Party in the following:

- a. All of the Debtors' right, title, and interest in and to all of the following tangible and intangible assets and/or property rights of the Debtors, wherever located, whether now owned or hereafter acquired by the Debtors, together with all replacements and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:
 - (i) All of the Debtors' Equipment as that term is defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;
 - (ii) All of the Debtors' Fixtures as that term is defined by the common law of the state in which the fixtures are physically located;
 - (iii) All of the Debtors' machinery and motor vehicles;
 - (iv) All of the Debtors' records relating to or pertaining to any of the above.
- b. All of the Debtors' 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 Debtors in any capacity, including, but not limited to, any balance or share belonging to the Debtors of any deposit or other account with the Secured Party.

INSTRUMENT BEING RERECORDED TO CORRECT CLERICAL ERROR.

H. ERLE SCHAFFER, CLERK

per [Signature] Deputy

AUG 5 87
CR

1850

BOOK 515 PAGE 434

BOOK 4264 PAGE 848

4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.
5. Some of the collateral may be located on or attached to the real property described on Exhibit A attached hereto.

DEBTORS:

THE ASPHALT SERVICE CO., INC.,
A Maryland Corporation

By: Donald A. Kary (SEAL)
Donald A. Kary,
President

Date: December 29, 1986

ASCO HOLDINGS, INC.,
A Maryland Corporation

By: Donald A. Kary (SEAL)
Donald A. Kary,
President

Date: December 29, 1986

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) 5915

A-01.23
5915 FS-1

EXHIBIT 'A'

BEGINNING FOR THE FIRST on the Northwest side of Chesapeake Avenue, formerly Fourth Avenue, fifty feet (50') wide at a point distant one hundred seventy feet (170') Northeasterly from the corner formed by the intersection of said Northwest side of Chesapeake Avenue with the Northeast side of Vera Street, formerly Fourth Street, sixty feet (60') wide, as laid out on the map of Fairfield, recorded among the Land Records of ANNE ARUNDEL COUNTY in Liber S.H. No. 39, foio 239, a copy of which is recorded among the Land Records of BALTIMORE CITY in Plat Book S.C.L. No. 7, folio 55, and running parallel with the said Vera Street North sixteen degrees thirty-nine minutes thirty seconds West four hundred and fifty feet (450') to the Southern side of Brady Street, formerly Third Avenue, fifty feet (50') wide, being the easternmost end of the said Brady Street, thence binding on the South side of the said Brady Street South seventy-three degrees twenty minutes thirty seconds West one hundred and seventy feet (170') to the Northeast side of Vera Street, thence binding on the Northeast side of said Vera Street, South sixteen degrees thirty-nine minutes thirty seconds East four hundred and fifty feet (450') to the intersection of the said Vera Street and the said Chesapeake Avenue, thence binding along the said Chesapeake Avenue, North seventy-three degrees twenty minutes thirty seconds East one hundred and seventy feet (170') to the point and place of beginning.

Containing approximately 1.75 acres of land. The improvements thereon being known as No. 1836 Chesapeake Avenue.

BEING the same lot of ground described in a Confirmatory Deed dated JANUARY 29, 1954 and recorded among the Land Records of BALTIMORE CITY in Liber No. 9396, folio 410 from C. BRADDOCK JONES and CAROLINE S. JONES, his wife to UNIVERSAL SALES CORPORATION, a body corporate, duly incorporated under the Laws of the State of Maryland.

BEGINNING FOR THE SECOND at the Northeast corner of Fourth Avenue and Northridge Avenue (formerly called North Street) and thence binding on the East side of Fourth Avenue, North 09 degrees West 260 feet to the South side of a street or alley 20 feet wide, thence binding on the South side thereof North 81 degrees East 174 feet to the West side of Leo Street (formerly called Third Avenue) thence binding on the West side thereof, South 09 degrees East 260 feet to the North side of Northridge Avenue, thence binding on the North side of Northridge Avenue South 81 degrees 174 feet to Fourth Avenue, the place of beginning. The improvements thereon being known as No. 3601 Fourth Avenue.

BEING the same lot of ground described in a Deed dated FEBRUARY 10, 1971 and recorded among the Land Records of BALTIMORE CITY in Liber R.H. B. No. 2745, folio 191 from LAWRENCE CARDINAL SHEHAN, ROMAN CATHOLIC ARCHBISHOP OF BALTIMORE, a corporation sole under the Laws of Maryland to THE ASPHALT SERVICE CO., INC., a body corporate of the State of Maryland.

SAVING AND EXCEPTING THEREFORM all that lot of ground described in a Deed dated DECEMBER 5, 1975 and recorded among the Land Records of BALTIMORE CITY in Liber No. 4075, folio 459 from THE ASPHALT SERVICE COMPANY, INC., a body corporate of the State of Maryland and UNION TRUST COMPANY OF MARYLAND to MAYOR AND CITY COUNCIL OF BALTIMORE, a municipal corporation of the State of Maryland.

BEGINNING FOR THE THIRD at a point on the center line of a proposed 80 foot

BOOK 515 PAGE 438

BOOK 4264 PAGE 850

right-of-way situate South 43 degrees 15 minutes 10 seconds West, 534.60 feet from the stone marking the beginning point of the entire 55.7435 acre tract conveyed by Donald F. Obrecht and wife, Charles Obrecht and wife and Gersh Moss and wife to Quad, Inc., dated AUGUST 7, 1956 and recorded among the Land Records of ANNE ARUNDEL COUNTY in Liber G.T.C. No. 1053, folio 246; thence leaving the above mentioned 80 foot wide right-of-way and referring the courses of this description to the True Meridian as established by the Anne Arundel County Sanitary Commission (1) South 83 degrees 20 minutes 18 seconds East 356.06 feet to intersect the proposed Westerly right-of-way line of the proposed State Highway as shown on a Plat of the State Roads Commission of Maryland No. 25214; thence binding thereon (2) South 1 degree 47 minutes 07 seconds West 375.19 feet; thence leaving said line of the proposed State Highway (3) North 83 degrees 20 minutes 18 seconds West 387.95 feet to the center line of the above mentioned proposed 80 foot wide right-of-way to be used in common with others; thence binding thereon (4) North 06 degrees 39 minutes 42 seconds East 373.82 feet to the point of beginning. Containing 3.192 acres of land more or less. Said description having been prepared from a Survey made by John E. Harms, Jr., & Associates, Consulting Engineers and Land Surveyors, on NOVEMBER 1, 1961.

BEING the same parcel of land described in a Deed dated JANUARY 19, 1971 and recorded among the Land Records of ANNE ARUNDEL COUNTY in Liber No. 2384, folio 414 from W. R. GRACE & CO., a body corporate to THE ASPHALT SERVICE CO., INC., a body corporate.

Mail to

Equitable Bank
VA

Mailed to Secured Party

FINANCING STATEMENT

Debtor or Assignor Form

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 17,000.00

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

Name of Debtor

BAB, Ltd.

Address

507 Bay Hills Drive
Arnold, Maryland 21012

RECORD FEE	11.00
RECORD TAX	84.00
POSTAGE	.50

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md. #010720 0040 R03 714:00

Attach separate list if necessary

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

IBM AT	Ser.
Amdex 722 Display	7261332
HP Laserjet Printer	025412
Assorted cables, boards, modem	2652530571
Assorted Software	

08/06/87

CK

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)
BAB, Ltd.

[Signature]

Secured Party (or Assignee)

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

11
84
2

Mailed to Secured Party

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 30,000
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor Address

SUNSHINE ONE MARINE, INC.

453 DEALE RD.
DEALE, MD.

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, MD

RECORD FEE 11.00
RECORD TAX 210.00

MESSAGE .50
#010930 0040 R03 T14:01

Attach separate list if necessary

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

08/06/87
CK

1977 AMO MODEL 20 MARINE TRAVELIFT SERIAL # 1444477

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)

SUNSHINE ONE MARINE, INC.

FARMERS NATIONAL BANK OF MARYLAND

Anthony E. [Signature]

BY *[Signature]*

Type or print names under signatures

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

210
50

Mailed to Secured Party

FINANCING STATEMENT

DATE: July 20, 1987

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR (S): JYF, Inc.

ADDRESS: 791 East Fairview Avenue
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:

All furniture, fixtures, equipment, inventory, accounts receivables now owned and hereafter acquired, excluding motor vehicles.

RECORD FEE 11.00
POSTAGE .50
#000330 5777 R01 T08714
08/07/87
OK

DEBTOR(S):
JYF, Inc.
T/A Trini's Restaurant
(Company Name)

BY: [Signature]
Trang Do Nguyen, President

BY: _____

BY: _____

SECURED PARTY:
ANNAPOLIS FEDERAL SAVINGS BANK

BY: [Signature]
(Authorized Signature)

Paul R. O'Connell, Vice President
(Type Name and Title)

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

11.00

Mailed to Secured Party

[] TO BE) RECORDED IN
 [x] NOT TO BE) LAND RECORDS

[] SUBJECT TO) RECORDING TAX
 [x] NOT SUBJECT TO) ON PRINCIPAL
) AMOUNT OF
) \$ _____

PURCHASE MONEY FINANCING STATEMENT

(Secured Party is the Seller of the Assets)

1. Debtor(s): (BETTY A. BEVANS
 (Name(s)
 (706 N. Crain Highway, Glen Burnie, Maryland 21061
 (Address - Street City-County State Zip
- (Name(s)
 (Address - Street City-County State Zip
2. Secured Party(ies): (VIDEO TAPE HOUSE II, INC.
 (Name(s)
 (7810 Ducks Cove Road, Pasadena, Maryland 21122
 (Address - Street City-County State Zip

3. This Financing Statement covers the following types of property:
 All assets now held and/or hereinafter acquired by Debtor, including but not limited to all furniture, fixtures, equipment, accounts receivable and inventory used in the operation of the business located at 706 N. Crain Highway, Glen Burnie, Maryland 21061.

4. If above described personal property is to be affixed to real property, describe real property.
 706 N. Crain Highway, Glen Burnie, Maryland 21061

5. If collateral is crops, describe real estate.

6. Proceeds of collateral [x] are [] are not covered.

7. Products of collateral [x] are [] are not covered.

RECORD FEE 11.00
 POSTAGE .50
 #000350 0717 R01 T09-17
 08/07/87
 OK

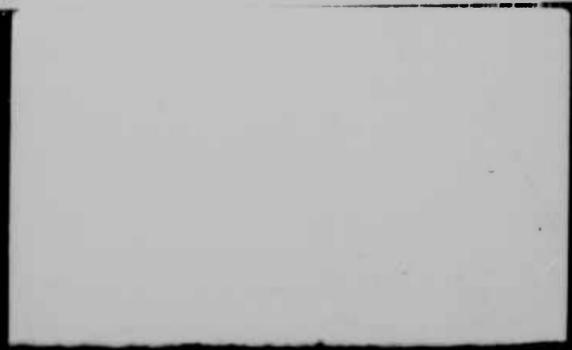
Debtor(s)
Betty A. Bevans
 BETTY A. BEVANS

Secured Party(ies):
 VIDEO TAPE HOUSE II, INC.
 By: Robert C. Sappe Pres
 Robert C. Sappe, President

11/50

Mailed to Secured Party

To the Filing Officer: After this statement has been recorded please mail same to:
 Name & Address: Joseph L. Friedman, Esq., 700 Keyser Bldg., 207 E. Redwood Street, Baltimore, Maryland 21202



BOOK

515 PAGE 441

STATE OF MARYLAND

268050

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 David Martin
Address 7545 Race Road Hanover, Maryland 21076

2. SECURED PARTY

Name Sunnen Products Company
Address 7910 Manchester Avenue
St. Louis, Missouri 63143
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

- 1 LBB-1699K Honing Machine Serial # 24443
- 1 AG-300 Precision Gage Serial # 22301
- 1 CRG-770K Cap & Rod Grinder Serial #: 1149

and various tooling

RECORD FEE 11.00
POSTAGE .50
#000430 0777 R/L 106422
09/07/82

CHECK THE LINES WHICH APPLY

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

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

DA

David Martin
(Signature of Debtor)

David Martin
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Phyllis Pipkin
(Signature of Secured Party) Manager

Phyllis Pipkin
Type or Print Above Signature on Above Line

208951

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 recordation tax indicate amount of taxable debt here. \$ _____

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

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

1. DEBTOR

Name Michael K. Kelly
Address 1152 Skyway Drive, Annapolis, Md. 21401

2. SECURED PARTY

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

RECORD FEE 11.00
POSTAGE .50
#000530 07/77 R01 10073

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

3. Maturity date of obligation (if any) _____

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

1982 Dyer, Trawler, Hull No. DYEK003M82D with 1982 Johnson & Towers 390 HP diesel engine, serial no. 10635303

ANCHORAGE: Annapolis, Md.

ASSIGNEE: Society for Savings
1290 Silas Deane Hw
Wethersfield, CT
06109

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Michael K. Kelly
(Signature of Debtor)

Michael K. Kelly

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

FIRST COMMERCIAL CORPORATION

Elizabeth Lafferty / Agent
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11/80

Mailed to Assignee

Anne Arnold
6/3/87

FINANCING STATEMENT FORM UCC-1

Identifying File No. 268952

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

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

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

This financing statement Dated July 6, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John A. Smoot, Jr.

Address 7517 Republic Ct., Alexandria, Va. 22067

2. SECURED PARTY

Name Chelsea Groton Savings Bank

Address 1 Franklin Square Norwich, CT 06360

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

3. Maturity date of obligation (if any)

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

1980 Irwin, Mark V, Hull NO. XYM37571M80H with 1980 40 hp Perkins engine

Name and address of Assignee

RECORD FEE 11.00

POSTAGE .50

#000540 0777 R01 T09134

08/07/87

CK

NOT SUBJECT TO A 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)

John A. Smoot, Jr.
(Signature of Debtor)

John A. Smoot, Jr.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Patricia S. Beatty
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Mailed to Secured Party

11

800

515 PAGE 444

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 208253

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 K & R MOTORS
Address 6000 Ritchie Highway, Baltimore, MD 21225

2. SECURED PARTY

Name MAROX LEASING COMPANY
Address P.O. Box 463, Joppa, MD 21085-0463

Person And Address To Whom Statement Is To Be Returned 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 - Diagnostic Center II Model SP5605

Name and address of Assignee
RECORD FEE 11.00

#000550 0117 R01 708134

02/07/87

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)

K & R MOTORS
(Signature of Debtor)

KARL REISER K+R Motors
Type or Print Above Name on Above Line

Karl Reiser, Pres.
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Luise Heutz, Pres.
Type or Print Above Signature on Above Line

Mailed to Secured Party

11/92

FINANCING STATEMENT FORM UCC-1

Identifying File No. 268951

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Billy W. Hix, T/A Mike's Garage
Address 1828 George Avenue Annapolis, Maryland

2. SECURED PARTY

Name MAROX LEASING COMPANY
Address P.O. BOX 463
JOPPA, MARYLAND 21085-0463

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

3. Maturity date of obligation (if any) _____

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

1 - ROTARY LIFT, MODEL SP 084, S/N L48250-6994

RECORD FEE 12.00
#000560 C777 ROL 709123
08/07/95
CK

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)

Billy W Hix
(Signature of Debtor)

Billy W. Hix
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

(Signature of Secured Party)

Type or Print Above Signature on Above Line

1200

BOOK

515 PAGE 446

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 209055

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Paul Dodge, t/a All-Kleen Cleaning Services

Address 253 Malibu Court Severna Park, Md. 21146

2. SECURED PARTY

Name MAROX Leasing Company

Address P.O. Box 453

Joppa, Maryland 21085-0453

Person And Address To Whom Statement Is To Be Returned 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 96J3435

Name and address of Assignee

RECORD FEE 12.00

#000570 CT/17 HOU T08-23

08/07/87

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)


(Signature of Debtor)

Paul Dodge
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

12/90

Mailed to Secured Party



PRINT OR TYPE ALL INFORMATION

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

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

LOCAL (CLERK OF Anne Arundel)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

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

4/14/87

Index numbers of subsequent statements (For office use only)

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

Radio Resources, Inc.
7483 Candlewood Road
Harmans, Maryland 21077

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

() ORIGINAL FINANCING STATEMENT
The debtor(s) hereby grant(s) to the secured party a security interest in the collateral described herein to secure all debts owed by debtor(s) to the secured party except as limited by separate written agreement.

() CONTINUATION-ORIGINAL STILL EFFECTIVE

() AMENDMENT

() ASSIGNMENT

() PARTIAL RELEASE OF COLLATERAL

(X) TERMINATION
RECORD FEE 10.00
POSTAGE .50
#000590 0777 R01 108437
09/07/87
CK

Name & address of Secured Party

Sovran Bank, N.A.
10440 Main St. 2nd Floor
Fairfax, Va. 22030

Name & address of Assignee

Date of maturity if less than five years

Proceeds of collateral are covered
Products of collateral are covered

Description of collateral covered by original financing statement
All accounts receivable now existing or hereafter created including but not limited to all funds due from Salisbury State College, all inventory now owned or hereafter acquired including all equipment now owned or hereafter acquired including; but not limited to IBM CPU 5340 model P-24 serial #1041901 and all associated equipment.

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Signature of Debtor if applicable (Date)
[Signature]
6/25/87

Signature of Secured Party if applicable (Date)
By: *[Signature]* Mailed to Secured Party
David L. Gunn, Sr. V.P. 6/25/87

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

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 265814 recorded in
Liber 507 Folio 356 on 2/4/87 at Anne Arundel County
Date Location

1. DEBTOR(S): Jumbo Food Stores, Inc.
Jumbo Food Stores of Maryland, Inc.
Jumbo Food Stores of Virginia, Inc.
Name(s) A.K.A. Shoppers Food Warehouse
Address(es) see attached listing for addresses

2. SECURED PARTY:
Name Maryland National Bank
Address 7474 Greenway Center Dr. Suite 110, Greenbelt, Md. 20770

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
#000690 D-77 PUL 708-44
10/07/87
OK

9. SIGNATURES

DEBTOR(S)

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

SECURED PARTY

Maryland National Bank
By Betty R. Hensley
Betty R. Hensley, Branch Officer
(Type, Name and Title)

1050

Mailed to Secured Party

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. 265817 recorded in Liber 507 Folio 361 on 2/4/87 at Clerk of the Circuit Court of Anne Arundel County

1 DEBTOR(S) BERNE, EDELSTEIN, LLEWELLYN, P.A.
 ADDRESS(ES) 1667 Crofton Centre
Crofton, MD 21114

2 SECURED PARTY, MARYLAND NATIONAL BANK, ATTENTION Chrissie Moore
 ADDRESS, MAILSTOP 509277 Post Office Box 987, Baltimore, Maryland 21203

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

Check mark below indicates the type and kind of Statement made hereby (Check only one Box.)

3 CONTINUATION. The original Financing Statement referred to above is still effective.

4 TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5 ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6 **XX** AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached thereto 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 \$ 10,000.00. 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 Clerk of the Circuit Court of Howard County.

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 PLEASE ADD THE FOLLOWING COLLATERAL:
 One (1) 1986 ADEC Offertory including chair, unit, light, and pole
 - Serial #K637244.

RECORD FEE 10.00
POSTAGE .50
#000710 0787 R01 T03148
08/07/87
CK

DEBTOR(S) BERNE, EDELSTEIN, LLEWELLYN, P.A. SECURED PARTY Maryland National Bank
(Signature necessary only if Item 6 is applicable)

BY [Signature] (SEAL) BY [Signature] (SEAL)
John C. Sorensen
Commercial Loan Officer
(Type Name and Title)

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.

11550

Mailed to Secured Party

PRINT OR TYPE ALL INFORMATION

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

STATE OF VIRGINIA, COUNTY _____

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

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

Index numbers of subsequent statements (For office use only)

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

Annapolis Pipeline, Inc.
3000 Potomac Beach Road
Bowie, MD 20716

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

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

RECORD FEE 11.00
POSTAGE .50

Name & address of Secured Party

Furnival Machinery Company
7105 Standard Drive
Bowie, MD 20716

Name & address of Assignee

Virginia Commercial Corporation
4802 Blainery Drive, #120
Richmond, Va 23219

#000720 LT/T R01 T08149
08/07/87

CK

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 D85E 1 Crawler Tractor SN/04503
One Komatsu Model D85E 2 Crawler Tractor SN/04538

COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF. Transaction Exempt from Recordation Tax

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Annapolis Pipeline, Inc.

Furnival Machinery Company

Signature of Debtor if applicable (Date)

[Signature] 7/14/87
William E. Sims Jr., Pres.

Signature of Secured Party if applicable (Date)

[Signature] P. Heath SECY TRENS 7/20/87

Mailed to Assignee

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
OR RELEASE OF SECURITY INTEREST UNDER COMMERCIAL PAPER

This Statement is prepared in accordance with the provisions of Article 9 of the Uniform Commercial Code.
This Statement refers to original Financing Statement identifying File No. 252632 recorded in
Case 474 Title 555 on 9/24/84 in A. A. Co. Clerk of The Court

1. DEBTOR(S)
Name(s) Tate Architectural Products
Address(es) 7510 Montevideo Road Jessup, Maryland 20794

2. SECURED PARTY
Name Maryland National Bank
Address 225 N. Calvert Street Baltimore, Maryland 21202

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
#000750 0777 R01 T01
08/24/84
CK

9. SIGNATURES

DEBTOR(S)

SECURED PARTY
Maryland National Bank
By Jean Romeo
Jean Romeo (Equip. Lease Rep)
(Type, Name and Title)

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

10.50

Mailed to Secured Party

BOOK 515 PAGE 452

268037

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

Debtor and social security or IRS emp. ID number and Address MICHAEL B QUARTUCCI 1311 ASTER DR GLEN BURNIE, MD 21061	Secured Party and Address SENCORE INC 3200 SENCORE DRIVE SIOUX FALLS, SD 57107	Maturity Date (Optional)
This financing statement covers the following types for items of property: SENCORE ELECTRONIC TEST EQUIPMENT. MODEL NUMBERS 1 FS74 2 BY242 1 PA241 1 CC244 1 ST66 1 BY234 1 RE248		RECORD FEE 11.00 #000760 0777 R01 T09#53 08/07/87 OK
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 <i>not subject to recordation taxes.</i>		For Filing Officer (Date, Time, Number, and Filing Office) Assignee of secured party
Check (X) if covered <input type="checkbox"/> Proceeds of collateral are also covered <input type="checkbox"/> Products of collateral are also covered <input type="checkbox"/>		Number of additional sheets, if any:
Filed with		

MICHAEL B QUARTUCCI

SENCORE INC

By *Michael B Quartucci*
Signature of Debtor

By *DMC Chesney*
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.

(1) FILING OFFICER COPY - ALPHABETICAL

Mailed to Secured Party

BOOK 515 PAGE 453

268933

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 JERMAN PRITCHARD 261 MALIBU CT SEVERNA PARK, MD 21146	SENCORE INC 3200 SENCORE DRIVE SIOUX FALLS, SD 57107	RECORD FEE 12.00 #000770 0777 R01 708#56 08/07/87 OK
This financing statement covers the following types (or items) of property: SENCORE ELECTRONIC TEST EQUIPMENT. MODEL NUMBERS		For Filing Officer (Date, Time, Number, and Filing Office)
1 SC61	1 TP212	Assignee of secured party
2 NP229	1 DP226	
1 39681	1 PC227	
1 HP200		
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: <i>Not subject to recordation taxes.</i>		
Check (X) if covered <input type="checkbox"/> Proceeds of collateral are also covered <input type="checkbox"/> Products of collateral are also covered <input type="checkbox"/>		Number of additional sheets, if any
Filed with		

VIDEO CREATIONS	SENCORE INC
<i>[Signature]</i>	<i>[Signature]</i>
By Signature of Debtor	By 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



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)

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
FRESH AND FANCY BAKERY <small>(Name)</small>	THE FIRST NATIONAL BANK OF MARYLAND
5720 DEALE CHURCHTON ROAD, UNIT H <small>(Address)</small>	Attn: LINDA L. SNELL <small>(Name of Loan Officer)</small>
DEALE, MARYLAND 20757	14700 MAIN STREET <small>(Address)</small>
	UPPER MARLBORO, MARYLAND 20772

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

ALL ASSETS

ALL MACHINERY, EQUIPMENT, FURNITURE, FIXTURES, AND OTHER PERSONAL PROPERTY, INCLUDING BUT NOT LIMITED TO, ANY LEASEHOLD INTERESTS THEREIN, AND ALL RIGHTS, REPLACEMENT PARTS, AND ANNEXATIONS THERETO, NOW OWNED OR HEREAFTER ACQUIRED.

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.

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 CHOSSES OF ACTION.

RECORD FEE 14.00
 RECORD TAX 175.00
 POSTAGE .50
 #000820 0777 R01 109402

08/07/87
OK

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

Record Owner, if different from the Debtor: _____

3 Products of the collateral are also specifically covered.

4 Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
FRESH AND FANCY BAKERY (Seal)	(Seal)
<i>Linda Jean Christman</i> (Seal)	<i>Paul Christman</i> (Seal)
LINDA JEAN CHRISTMAN <small>(Print or Type Name)</small>	PAUL CHRISTMAN <small>(Print or Type Name)</small>

PENNY MAE BROWN
Penny mae Brown

ROLAND S. BROWN
Roland S. Brown 7-17-87

Mailed to Secured Party

14 175 50

515 435

268000

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) The Wexford Construction Corp. P.O. Box 39 Pasadena, MD 21122 M-31648-1	(2) Secured Party(ies) (Name(s) And Address(es)) Alban Tractor Co., Inc. P.O. Box 9595 Baltimore, MD 212	
(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):	RECORD FEE 11.00 POSTAGE .50 For Filing Officer M000950 0777 R01 TOP15 08/07/87 CK
(5) This Financing Statement Covers the Following types [or items] of property. One (1) Caterpillar Model #D4H Tractor S/N 8PB01329 NOT SUBJECT TO RECORDATION TAX (AA)		
<input type="checkbox"/> Products of the Collateral Are Also Covered. (6) Signatures: Debtor(s) The Wexford Construction Corp. (By) <i>John Harmo, Pres</i> Standard Form Approved by N.C. Sec. of State and other states shown above. (1) Filing Officer Copy - Numerical 1150		
Secured Party(ies) [or Assignees] Alban Tractor Co., Inc. (By) <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 <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)		UCC-1

Mailed to Secured Party

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

No. of Additional Sheets Presented:

(1) Debtor(s) (Last Name First) and Address(es)
Robert C. Whittington
111 Church Road
Arnold, MD 21012

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

~~XXXX~~ M-31700-1

(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

POSTAGE .50

#000960 0717 ROL TOP:17

08/07/87

CK

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

One (1) New Caterpillar Model #953 Loader S/N 20Z01351

NOT SUBJECT TO RECORDATION TAX (AA)

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Robert C. Whittington

(By) *Robert C. Whittington*
Standard Form Approved by N.C. Sec. of State and other states shown above.

Secured Party(ies) [or Assignees]

Alban Tractor Co., Inc.

(By) *Alban Tractor Co., Inc.*

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

1150

UCC-1

Mailed to Secured Party

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented
(1) Debtor(s) (Last Name First) and Address(es) Cherry Hill Construction, Inc. P.O. Bxo 356 Jessup, MD 20794 M-31308-1	(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). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es)	RECORD FEE 11.00 #000990 0777 R01 T0911? For Filing Officer 08/07/87 CK

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

- One (1) New Caterpillar Model #D6H Tractor S/N 4RC01166
- One (1) Caterpillar Model #6SU Bulldozer S/N 1CH00558

NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Cherry Hill Construction, Inc.

(By) [Signature] James A. Openshaw, Jr./President

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

(1) Filing Officer Copy - Numerical

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

10-03

Mailed to Secured Party

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

No of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es)
Cherry Hill Construction, Inc.
8170 Mission Road
Jessup, MD 20785

M-31697-1

(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 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

#000990 0777 R01 TOP120

09/07/87

CK

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

One (1) New Caterpillar Model #D5H Tractor S/N 8RC00934
One (1) Caterpillar Model #5P Bulldozer S/N 2AH00752

NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

Secured Party(ies) [or Assignees]

(6) Signatures: Debtor(s)

Cherry Hill Construction, Inc

(By)

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

(1) Filing Officer Copy - Numerical

1100

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

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records at _____
- 2 To Be Recorded among the Financing Records at Anne Arundel County
- 3 Not subject to Recordation Tax.
- 4 Subject to Recordation Tax on an initial debt in the principal amount of \$ 95,000.00. 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 _____

5 Debtor(s) Name(s) _____ Address(es) _____
 Albert P. Sindall, Jr., DDS 479 Jumpers Hole Road
 Kathleen Sindall Severna Park, Maryland 21146

6 Secured Party: Maryland National Bank Address: Department Commercial
 Attention: Lisa Keller Post Office Box 997, Mailstop 500-501
 Baltimore, Maryland 21203

RECORD FEE 12.00
 RECORD TAX 815.00
 POSTAGE .50
 #001080 0777 R01 109157
 08/07/87
 12.00
 815.00
 TOTAL 827.50
 #001080 0777 R01 109155
 03/07/87

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: _____
 By: Albert P. Sindall, Jr. DDS (Seal)
Albert P. Sindall, Jr. DDS
 By: Kathleen M. Sindall (Seal)
 Type name and title, if any
 Kathleen Sindall

Secured Party: Maryland National Bank
 By: Peggy A. Hall (Seal)
Peggy A. Hall, Assistant Vice President
 Type name and title

12
 665
 S

Mailed to Secured Party

BOOK 515 PAGE 460

208965

RECORD FEE 11.00
RECORD TAX 56.00
POSTAGE .50

#002740 0237 R02 T08:57

08/10/87

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) Koons Hyundai, Inc. 1019 West Street Annapolis, Maryland 21401	2. Secured Party(ies) and Address(es) Ford Motor Credit Company 1101 North Point Blvd. Baltimore, Maryland 21224
--	---

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

3. This Financing Statement covers the following types (or items) of personal property:
- a. All furniture, fixtures, machinery, supplies and other equipment.
 - b. All motor vehicles, tractors, trailers, implements, service parts and accessories and other inventory of every kind.
 - c. All accounts, contract rights, chattel paper and general intangibles.

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

~~Amount~~ Amt. of debt subject to recording tax $\$7580 \times \$7.00 = \$53.06$

Filed with:

Clerk of the Circuit Court - Anne Arundel Co., Annapolis, Maryland

Koons Hyundai, Inc.

(SIGNATURE OF DEBTOR)

(SIGNATURE OF DEBTOR)

Ford Motor Credit Company
(NAME OF SECURED PARTY)
BY: J. M. Connell
D. J. McConnell

F.M.C.C. 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED
JUN 64

PRINTED IN U.S.A.

Mailed to Secured Party

1100
56.50

35165

Financing
A.A.

BOOK 515 PAGE 481

BOOK 4417 PAGE 557

TO BE RECORDED IN THE LAND RECORDS OF PRINCE GEORGE'S
* COUNTY, MARYLAND AND ANNE ARUNDEL COUNTY, MARYLAND

AND

200000

TO BE RECORDED IN THE FINANCING RECORDS IN THE MARYLAND STATE
DEPARTMENT OF ASSESSMENTS AND TAXATION IN BALTIMORE, MARYLAND
AND THE STATE CORPORATION COMMISSION IN RICHMOND VIRGINIA

AND

* TO BE RECORDED IN THE CHATTEL
RECORDS OF PRINCE GEORGE'S COUNTY, MARYLAND
* AND ANNE ARUNDEL COUNTY, MARYLAND

AND

TO BE INDEXED AGAINST THE LAND RECORDS OF
FAIRFAX COUNTY, VIRGINIA

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE
INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE
DESCRIBED IN EXHIBIT A ATTACHED HERETO

RECORD FEE \$9.00
INDEX FEE .50
JUL 28 11:22
JUL 28 87
c+

BL
CLERK

SECURITY AGREEMENT AND FINANCING STATEMENT
(Uniform Commercial Code - Secured Transactions)

THIS SECURITY AGREEMENT AND FINANCING STATEMENT is presented
to a filing officer for filing pursuant to the Uniform Commercial
Code.

1987 JUL 28 AM 11:22

J. ENL SCHAFER
CLERK

DEBTOR

ADDRESS

SELLMAN ESTATES LIMITED
PARTNERSHIP, a Maryland
limited partnership

6600 Heritage Hill Drive
Glen Burnie, Maryland 21061

SECURED PARTY

FEDSTAR SAVINGS BANK, F.S.B.
(formerly First Federal Savings
and Loan Association of Northern
Virginia)

119-125 North Washington Street
Alexandria, Virginia 22314

1. Debtor hereby grants to Secured Party a security inter-
est in all of the property described in Paragraph 3 hereof, in
accordance with the Uniform Commercial Code of the State of
Maryland, as security for the repayment of the indebtedness evi-
denced by a certain promissory note dated January 15, 1987 in the
maximum principal amount of Three Million One Hundred Thousand
Dollars (\$3,100,000) made by MJM Development Corporation and

29. 50



assumed by Debtor and payable to the order of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NORTHERN VIRGINIA, now known as FEDSTAR SAVINGS BANK, F.S.B. (said note being hereinafter referred to as the "Note"). The repayment of the indebtedness evidenced by the Note is secured by a Deed of Trust dated January 15, 1987, as amended, from MJM Development Corporation ("MJM") to The Service Corporation of Alexandria, Trustee (the "Deed of Trust"), recorded among the Land Records of Prince George's County, Maryland, and amended or to be amended by an Assumption Agreement by Debtor, MJM, Secured Party, Dianne E. Michnick, Michael J. Michnick, and The New Life Group, Inc. (the "Assumption"), on MJM and Debtor's estates in the land and premises located in Prince George's County, Maryland, and described in Exhibit A attached hereto.

2. The Note and Deed of Trust, as amended, are hereby incorporated by reference and made a part hereof. Debtor agrees that in the event of any default under the Note or Deed of Trust and expiration of the applicable grace period, if any, for curing such default, such default shall constitute a default in this Security Agreement and Financing Statement, entitling Secured Party to exercise any and all rights and remedies herein provided or provided under the Uniform Commercial Code of the State of Maryland, or any other applicable law, in addition to any other rights and remedies provided in said Note and Deed of Trust or in any other instrument evidencing or securing the indebtedness. All such rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party shall determine in its sole and absolute discretion.

3. This Security Agreement and Financing Statement covers the following property:

(a) All building materials, furniture, furnishings, fixtures, 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 including, but not limited to, the following: all buildings, machinery, engines, furnaces, boilers, stokers, pumps, heaters, incinerators, power equipment, laundry equipment, tanks, dynamos, motors, generators, switchboards, conduits, electrical equipment, heating, cooling, ventilating, air conditioning, lighting, incinerating and plumbing apparatus, compressors, elevators, escalators, venetian blinds, shades, draperies, drapery and curtain rods, brackets, electric signs, bulbs, gas and electric equipment, fire prevention and extinguishing apparatus, plumbing fixtures, vacuum cleaners, vacuum cleaning systems, floor cleaning,

waxing, and polishing apparatus, call systems, fuel conveyors, other apparatus, mirrors, lamps, ornaments, rugs, linoleum and other floor coverings, refrigerating and cooling apparatus and equipment, typewriters, office and accounting equipment, safes, cabinets, lockers, shelving, tools, spotlight equipment and uniforms, screens, screen doors, awnings, blinds, refrigerators, ranges and ovens, garbage disposals, dishwashers, mantels, lobby furnishings and fixtures, and any and all such property which is at any time hereafter installed in, affixed to, placed upon, or used in connection with the land and premises described in Exhibit A attached hereto, and all replacements thereof, additions thereto, and substitutions therefor, except that the foregoing shall not apply to any such items which are owned by any tenant or tenants occupying the improvements erected on the premises.

(b) All rents, issues, income, revenues, profits, accounts, and benefits from, under, and in connection with said real estate or improvements or the development and construction thereof, including without limitation apartment rents, income from concessions, and proceeds from the sale of individual lots and improvements.

(c) All contract rights in respect of any and all sales agreements or leases executed by the Debtor for any part or parcel of said real estate or improvements, whether said contract rights are in existence or hereafter created, and the proceeds thereof.

(d) All awards heretofore or hereafter made by any public or quasi-public authority to the present or subsequent owners of said real estate and the improvements now or hereafter existing thereon by virtue of (i) an exercise of the right of eminent domain by such authority, or right of access to a public way, (ii) any change of grade of any street affecting said real estate or improvements or (iii) any other injury to or decrease in the value of said real estate or improvements.

(e) All right, title, and interest, present or future, of the Debtor in and to any and all sewer and water taps now or hereafter affecting all or any portion of said real estate or improvements.

4. Certain of the types of items of property described in Paragraph 3 above are or will be affixed to or located on the real estate situated in Prince George's County, Maryland, described in Exhibit A attached hereto and incorporated herein by reference.

5. The products and proceeds of the collateral are also covered.

6. As used herein, the term "secured party" shall mean the holder at any particular time of the Note.

7. Pursuant to an Assumption Agreement, recorded or to be recorded in the land records of Prince George's County, Debtor has assumed the obligations of MJM Development Corporation under the Note, the Deed of Trust and the previously recorded Security Agreement and Financing Statement securing the Note; however, MJM Development Corporation retains legal title to the Property and, accordingly, has not been released as a debtor by the Secured Party.

The date of this Security Agreement and Financing Statement is: July 15, 1987.

WITNESS/ATTEST:

Audith A. Lockwood

SECURED PARTY:

FEDSTAR SAVINGS BANK, F.S.B.

By: Paul H. Mylander
Paul H. Mylander,
Senior Vice President

DEBTOR:

WITNESS/ATTEST:

SELLMAN ESTATES LIMITED PARTNERSHIP
a Maryland limited partnership

By: THE NEW LIFE GROUP, INC.,
a Virginia corporation and
the general partner

By: Joyce S. Chetman
Name: Joyce S. Chetman
Title: Assistant Secretary

By: Leonard A. Shapiro
Leonard A. Shapiro,
Vice President



BOOK 515 PAGE 406

EXHIBIT A

BOOK 4417 PAGE 562

Lots numbered Thirty-one (31) through Forty-two (42), both inclusive, Forty-nine (49), Fifty (50) and Fifty-one (51) in Block lettered "B" and Lot numbered Sixteen (16) in Block lettered "C" in the subdivision known as "Sellman Estates", as per plat thereof recorded among the Land Records of Prince George's County, Maryland, in Plat Book NLP 129 at plat 87; and

Lots numbered Forty-three (43) through Forty-eight (48), both inclusive, and Lots numbered Fifty-two (52) through Fifty-six (56), both inclusive, in Block lettered "B", and Lots numbered Seventeen (17) through Twenty (20), both inclusive, in Block lettered "C" in the subdivision known as "Sellman Estates", as per plat thereof recorded among the Land Records of Prince George's County, Maryland, in Plat Book NLP 129 at plat 88; and

Lots numbered Four (4) and Five (5) in Block lettered "A" and Lots numbered Fifty-seven (57) through Seventy (70), both inclusive, in Block lettered "B" in the subdivision known as "Sellman Estates", as per plat thereof recorded among the Land Records of Prince George's County, Maryland, in Plat Book NLP 129 at plat 89.

PSL
7/29

Not to be recorded in
Land Records

Subject to Recordation Tax:
Principal Amount is \$240,000.00

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

DATE: July 24 , 1987

RECORD FEE 14.00

POSTAGE .50

#003490 0237 R02 T12:42

08/10/87

FINANCING STATEMENT

1. Debtor:

Address:

ROBERT S. GAINES and
KATHRYN C. GAINES

205 Rugby Court
Arnold, Maryland 21012

2. Secured Party:

Address:

FAIRVIEW FEDERAL SAVINGS
& LOAN ASSOCIATION

9151 Baltimore National Pike
Ellicott City, Maryland 21043

3. This Financing Statement covers:

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

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

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

14-50



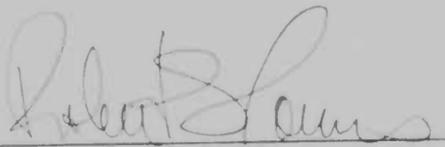
(d) all contract rights of and from the herein described property or any part thereof.

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

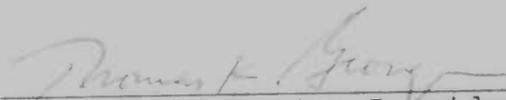
DEBTOR:

SECURED PARTY:

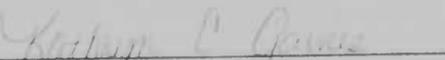
FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION



 ROBERT S. GAINES

By 

 Executive Vice-President



 KATHRYN C. GAINES

GFS1582.110 S1

SCHEDULE "A"

All that lot of ground situate in Anne Arundel County,
State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 3,
as shown on Subdivision Plat of Poplar Point,
which is recorded among the Land Records of
Anne Arundel County, Maryland, in Plat Book
No. 101, pages 45-48.

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

BOOK 515 PAGE 470

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. 250278 recorded in Liber 469, folio 41, on January 4, 19 84 at Anne Arundel County, Maryland.

1. DEBTOR(S):

Name(s) GOING PLACES, INC.

Address(es) Harundale Mall Annex; Glen Burnie, MD 21061

2. SECURED PARTY:

Name MARYLAND NATIONAL BANK

Address P. O. Box 17047; Baltimore, MD 21203

Person and Address to whom Statement is to be returned if different from above.

Going Places, Inc.; 7839 Eastpoint Mall; Baltimore, MD 21224

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 Records 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 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

#125000-2345 R01 T14:33

09/10/87

9. SIGNATURES.

Going Places, Inc
by John H. Hock

DEBTOR(S)

SECURED PARTY

MARYLAND NATIONAL BANK

By: Cynthia L. Travis

Cynthia L. Travis
Loan Workout Officer

(Type, Name and Title)

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

10
FO

TO BE } RECORDED IN LAND RECORDS SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$63,000.00
 NOT TO BE } NOT SUBJECT TO }

FINANCING STATEMENT

1. Debtor(s): Falcon Travel, Inc.
Name or Names—Print or Type
Harundale Mall Annex, 7720 Ritchie Highway, A.A. County,
Address—Street No., City - County State Zip Code
Glen Burnie, MD 21061

2. Secured Party: Going Places, Inc.
Name or Names—Print or Type
7839 Eastpoint Mall, Baltimore, Maryland
Address—Street No., City - County State Zip Code
RECORD FEE 11.00
POSTAGE .50

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). All equipment, trade fixtures, furniture, lease rights, leasehold improvements, goodwill, trade name and all other assets used in the business known as Going Places, located at Harundale Mall Annex, 7720 Ritchie Highway, Anne Arundel County, Glen Burnie, Maryland 21061. 08/10/87

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

5. If collateral is crops, describe real estate.
N/A

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

DEBTOR(S): FALCON TRAVEL, INC.

SECURED PARTY:

RECORD FEE 11.00
TOTAL 11.00
#005010 0345 R01 T14:34
08/10/87

By: [Signature]
(Signature of Debtor)

J. H. Seaborn, President
Type or Print

(Signature of Debtor)

Type or Print

GOING PLACES, INC.
(Company, if applicable)

By: [Signature]
(Signature of Secured Party)

John D. Hicks, President
Type or Print (Include title if Company)

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

Name and Address: S. Kennon Scott, Esquire, Hartman and Crain,
2660 Riva Road, 4th Floor, Annapolis, MD 21401
Lucas Bros. Form F-1

269970

FINANCING STATEMENT

MAXIMUM DEBT \$5000

Not subject to recordation tax

1. Name of Debtor(s): MID ATLANTIC RECYCLE CENTER
Address: 1904 MORELAND PARKWAY
ANNAPOLIS, MARYLAND 21401

2. Name of Secured Party: THE ANNAPOLIS BANK AND TRUST CO
Address: P.O. BOX 311
ANNAPOLIS, MARYLAND 21401

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

4. This Financing Statement covers the following types (or items) of property:
ONE CATAPULT MODEL 12 HYDRAULIC STEER WITH 10" BLADE

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 35.00
POSTAGE .50
#004540 C055 R02 T16:37
08/10/87
JP

3500

Debtor(s): MID ATLANTIC RECYCLE CENTER

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

Barbara Lewis

By John Paul Koenker
(Authorized Signature)

John Paul Koenker, DVP
(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.)

- Not subject to recordation tax
- Subject to recordation tax in the amount of \$ _____
- To be recorded in Land Records
- To be recorded in Chattel/Financing Records.

515 470

FINANCING STATEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code: 200073

1. DEBTOR: J & J Trading Company, Inc.
(Name or Names - Last Name First)
Bay Bridge Market Place
595 Revell Highway, B3, Annapolis, Maryland 21401
(Address)

2. SECURED PARTY: **MADISON NATIONAL BANK**
 1730 M Street, N.W.
 Washington, D.C. 20036

3. This Financing Statement covers the following types (or items) of property in which Debtor grants a security interest to the Secured Party (check the lines which apply):

Equipment. The Debtor's equipment of the following Description:

and all increases, substitutions, replacements, additions and accessions thereto, and all proceeds of the foregoing of every type.

Inventory. All of the Debtor's present and future inventory, including goods, wares, merchandise, and other tangible personal property now owned or hereafter acquired by the Debtor which are held for sale or lease or are furnished or to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed or to be used or consumed in the Debtor's business, including supplies and materials and finished goods, and all products of and accessions to the foregoing, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds.

Receivables. All of the Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sale contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of the Debtor's business, together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing, now existing or hereafter arising, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds, and returned and repossessed items of Inventory.

Furniture, Fixtures, Equipment and Supplies. All of the Debtor's present and future furniture, fixtures, equipment and supplies of every type and nature now or hereafter used in the Debtor's business, and all increases, substitutions, replacements, additions and accessions to any of the foregoing, of every type, including cash and non-cash proceeds, and insurance proceeds.

Other.

RECORD FEE 12.00
 POSTAGE .50
 ADDRESS LABEL 400 112-56
 APR 4 87
 31

4. Proceeds of collateral are covered hereunder: YES NO

5. Products of collateral are covered hereunder: YES NO

6. Filed with: Anne Arundel County Circuit Court

7. RETURN TO: **MADISON NATIONAL BANK** ^{C/O} Paul L. Pascal, Pascal, Weiss & Peartree, 1008 Penn. Ave., S.E.

Dated this _____ day of _____, 19____, Washington, D.C. 20003

DEBTOR:

SECURED PARTY:

J & J Trading Company, Inc.
(Name)

MADISON NATIONAL BANK
 BY: Gerald P. LeNoir
(Name)

By: Blaine Marshall
(Title)

Gerald P. LeNoir
 Vice President
(Title)

Name: _____
 Title: President

Handwritten initials/signature

515 474

FINANCING STATEMENT

To be filed in the Financing Statement Records of Anne Arundel County,
Maryland.

200071

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 \$739,000.00 or so much thereof as may be advanced. THIS FINANCING STATEMENT IS NOT SUBJECT TO TRANSFER TAXES.

NAMES OF DEBTORS:

Crofton Rt 3 Associates , a Maryland Limited Partnership, and
William J. McQuilliam, individually and
Shari I. McQuilliam, individually and
Stanley S. Halle, individually

ADDRESS:

Route 3, Crofton Parkway
Crofton, Maryland

NAME OF SECURED PARTY:

John Hanson Savings Bank, F.S.B.

TRUSTEES:

Gerald A. Cousino
Charles A. Dukes, Jr.

ADDRESS:

11700 Beltsville Drive
Beltsville, Maryland 20705

RECORDING FEE 15.00
POSTAGE .50
TOTAL 15.50
AUG 1 1987
JA

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:

- 1210
JD
- A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtors and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Security Instrument hereinbefore mentioned.
 - B. All proceeds of the above described collateral.
 - C. All contract rights of and from the herein described property or any part thereof.

D. Any and all awards of payments, including ~~interest thereon~~ ^{4428 thereon} and ²⁸⁷ 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 4, SUBDIVISION OF ROUTE THREE CENTER 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: July 30, 1987

Crofton Rt 3 Associates
a Maryland Limited Partnership

By: [Signature] (SEAL)
William J. McQuilliam, General Partner

By: [Signature] (SEAL)
Stanley S. Halle, General Partner

[Signature] (SEAL)
William J. McQuilliam, Individually

[Signature] (SEAL)
Shari I. McQuilliam, individually

[Signature] (SEAL)
Stanley S. Halle, individually

AFTER RECORDATION, RETURN TO:

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

515 476

SCHEDULE A

30183

Lot 4 in the subdivision entitled "SUBDIVISION OF ROUTE THREE CENTRE", as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 100 at Plats 27 and 28.
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

TO BE
XXX NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
XXX NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$65,000.00 + tax

FINANCING STATEMENT

BOOK 515 PAGE 477

1. DEBTOR (S):

CORMAN CONSTRUCTION COMPANY
Name or Names - Print or Type
8111 ANNAPOLIS JUNCTION ROAD, JESSUP, MARYLAND 20794-0160
Address - Street No., City - County State Zip Code
Name or Names - Print or Type
Address - Street No., City - County State Zip Code

2. SECURED PARTY:

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).

Dynapac Model #CA12PDB, S/N 368

RECORD FEE 11.00
POSTAGE .50

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

#005770 0040 R01 T10:29
08/11/87

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):

C. Brown
Signature of Debtor

CORMAN CONSTRUCTION COMPANY
Type or Print

Signature of Debtor

Type or Print

SECURED PARTY:

MID-ATLANTIC EQUIPMENT COMPANY
Company, if applicable

[Signature]
Signature of Secured Party

Type or Print (include title Co. if

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

11/23

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

Subject To Recording Tax Of \$ 630.00 On Principal Amount Of \$90,000.00 Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel County Upon The Filing Of A Deed Of Trust.

FINANCING STATEMENT
(Maryland-U.C.C.-1)

RECORD FEE 22.00
POSTAGE .50
#005150 C237 R02 T13:03
08/11/87

1. DEBTOR: F. SCOTT JAY
DONNA D. JAY
214 Najoles Drive
Millersville, Maryland 21108

2. SECURED PARTY: SIGNET BANK/MARYLAND
7 St. Paul Street
Baltimore, Maryland 21201
Attention: George F. Oliver,
Vice President

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 (exclusive of any inventory held for sale or resale by the Debtor), 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 (hereafter, the "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 owned by the Debtor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property or any leasing of space in the Real Property.
- d. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), whether or not extracted from the Real Property.
- e. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, 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, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtor thereunder or under any law.

- f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in 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, 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 all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any such lease.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any contract of sale.
 - 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 Property, which is 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 Real Property. Exhibit A attached hereto consists of one (1) page.
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

BOOK 515 PAGE 481

WITNESS:

Richard J. Huntball

DEBTOR:

F. SCOTT JAY

DONNA D. JAY

Date: August 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.: (LAC) 6387

6387.FS

EXHIBIT "A"

BOOK 515 PAGE 49

PARCEL 1:

BEGINNING for the same at a point that marks the beginning of the North 12 degree 54 minute 50 second West 274.39 foot of division between Lots B and C as shown on a plat entitled SEVERN INDUSTRIAL PARK, a resubdivision of Lot 3, Severn Industrial Park, and recorded among the plat records of Anne Arundel County in Plat Book 77 Page 10, thence leaving said point of beginning and binding on the southernmost outline of Lot C as shown on the above mentioned plat and also binding on the southernmost side of a 20' access to State Department of National Resources Property as shown on said plat, 1) South 77 degrees 05 minutes 10 seconds West 211.73 feet to a point, still binding on the outline of Lot C and leaving the southernmost side of said 20' access to State Department of Natural Resources Property, 2) North 30 degrees 11 minutes 20 seconds West 287.35 feet to a point, thence running for a new line of division through Lot C as shown on a plat intended to be recorded herewith 3) North 77 degrees 05 minutes 10 seconds East 297.06 feet to a point that marks the end of the North 12 degree 54 minute 50 second West 274.39 foot line as mentioned above, thence binding on said 297.06 foot reversely 4) South 12 degrees 54 minutes 50 seconds East 297.06 feet to the point of beginning.

CONTAINING within the bounds of this description 1.603 acres of land, more or less.

PARCEL 2:

BEING known and designated as Lot B, containing 1.489 acres of ground, more or less, as shown on a Plat of Re-Subdivision of Lot 3, Severn Industrial Park, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 77 folio 10.

SUBJECT to a 20 foot right-of-way for access, to the State Department of Natural Resources as shown on said Plat.

ALL BEING further known and designated as Lot B revised, as shown on an Administrative Lot Line Change, Resubdivision of B and C, dated October 17, 1983 and recorded among the Land Records of Anne Arundel County in Liber 3681, folio 171.

Mattie Segner Bank

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

This statement is provided to a filing office for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 248722 recorded in Lib. 460 File 240 on Mar. 31, 1957 at Clerk of the Court Anne Arundel

1. DEBTOR(S)

Name(s) Software Associates, Inc.
Address(es) 201 South Street, Baltimore, Maryland 21202

2. SECURED PARTY

Name Baltimore National Bank
Address 225 N. Calvert Street, Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE (Partial or Full). From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES

SECURED PARTY

Baltimore National Bank

By Jean Rowe

Jean Rowe, Equipment Leasing Rep.
(Type, Name and Title)

DEBTOR(S)

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

RECORD FEE 10.00
POSTAGE 50
#007090 0777 R01 T 3432
4/1/57

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 1 (1972)

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. 25439 recorded in
Lib. 112 File 117 on Jan 27, 1975 at Clack of The Court Amro Animal Co.

1. DEBTOR(S)
Name(s) Softmark Industrial Corp
Address(es) 201 W. 10th Street, Madison, Wisconsin 53703

2. SECURED PARTY
Name Meridian National Bank
Address 225 N. Belmont Street, 3d Floor, Portland 97202

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
#007100 0777 R01 352
18.1.87

9. SIGNATURES.

SECURED PARTY
Meridian National Bank
By Jean Romeo
Jean Romeo, Equipment Leasing Rep.
(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.

BOOK 515 PAGE 486

MARYLAND FINANCING STATEMENT AMENDMENT

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No 450 Page No 465
Identification No 242908 Dated June 15, 1982

1. Debtor(s) { Capital Forest Products, Inc.
Name or Names - Print or Type
P.O. Box 92 Arnold Maryland 21012
Address - Street No. City - County State Zip Code

2. Secured Party { First National Bank of Maryland
Name or Names - Print or Type
25 South Charles St. Baltimore Maryland 21202
Address - Street No. City - County State Zip Code

3. Maturity Date (if any)

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

Please change Debtor's Address from:

P.O. Box 92
Arnold, Maryland 21012

to: P.O. Box 6213
109 Gibraltar Avenue
Annapolis, Maryland 21401

RECORD FEE 10.00

POSTAGE .50

#007140 C777 R01 T13#4

08/11/8

24

DEBTOR

Capital Forest Products, Inc.

Michael Johnson
(Signature)
President

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Debra M. German
(Signature of Loan Officer)
Debra M. German Loan Officer
(Print Name and Title)

(Address)

10.00

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 515 PAGE 487
Identifying File No. 203005

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

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

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

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

1. DEBTOR

Name B & C Landclearing Company, Inc.
Address P.O. Box 66 Odenton, MD 21113

2. SECURED PARTY

Name Deutsche Credit Corporation
Address #4 Greentree Centre #204 Marlton, NJ 08053

RECORD FEE 11.00
#007180-0777 R01 T13:53
08/11/87

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) 1987 FORD F-700 W/IMT MECHANICS BODY, HYDRAULIC CRANE AND HYDRAULIC COMPRESSOR SYSTEM

NOTE: 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)

X Wayne Beatz
(Signature of Debtor)

B & C Landclearing Company, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Barry P. Hardy
(Signature of Secured Party)

Deutsche Credit Corporation
Type or Print Above Signature on Above Line

11

FINANCING STATEMENT AND SECURITY AGREEMENT

File No. 2000000

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es): (last name first)</p> <p>Ourco Projects, Inc. 1344 Tydings Rd. Annapolis, Md. 21401</p>	<p>2. SECURED PARTY</p> <p>THE PARADIES DISTRIBUTING CO. 3000 Waterview Ave. Baltimore, Md. 21230</p>
--	---

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

RECORD FEE 11.00

POSTAGE .50

#007190 C777 R01 T13:53

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.

09/11/87

DEBTOR:

SECURED PARTY:

Ourco Projects Inc (Type Name)

THE PARADIES DISTRIBUTING CO.

By: [Signature] (SEAL)

By: [Signature]

By: _____ (SEAL)

(Date Signed by Debtor) 19 ____

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any. MD, VA, DC, PA - Inventory

11-50

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement, provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.
2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.
3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations, Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.
4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.
5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

208937

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) Duncan Jr., Carl M. DBA American Coffee Company 259 Ullman Road Pasadena, MD	2. Secured Party(ies) and address(es) Servatron, Inc. 249 E. Ocean Blvd. Suite #1000 Long Beach, CA 90802	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 #001360 0777 R01 714#16 08/11/87
4. This financing statement covers the following types (or items) of property: 12 RC-2 At \$161.00 Each 2 RC-2 At No Charge Serial Numbers: 66545, 66538, 73509, 73510, 73500, 73501, 73505, 66546, 66539, 73515, 73506, 73504, 73499		5. Assignee(s) of Secured Party and Address(es) FIRESTONE FINANCIAL CORP. 38 Glen Avenue P.O. Box 789 Newton Centre, MA 02159

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:
 Check if covered; Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:
 Carl M. Duncan Jr. DBA
 American Coffee Company
 By: *Carl M. Duncan Jr.*
 Carl M. Duncan, Jr. Debtor(s)

Servatron, Inc.
 By: *Doyle Mathews*
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

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208533

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. \$ _____

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 Celsimo A. Cruz, MD., P.A. Defined Benefit Pension Plan

Name _____
Address 847 Coachway, Annapolis, MD 21401

RECORD FEE 12.00

2. SECURED PARTY Orlando Mall Limited Partnership

Name Osceola Square Mall
Address 3831 W. Vine Street, Kissimmee, FL 32741

POSTAGE .50

ASSIGNEE: Greyhound Real Estate Finance Company, Greyhound Tower
Phoenix, AZ 85077

#007370 0777 R01 T14:18

08/11/87

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)

All right, title and interest of Debtor in and to Debtor's Limited Partnership interests in Orlando Mall Limited Partnership and all proceeds of the foregoing.

CHECK THE LINES WHICH APPLY

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

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

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

By E. Cruz
(Signature of Debtor)
Gelsimo A. Cruz

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

By E. Cruz
(Signature of Secured Party)
Orlando Mall Limited Partnership

Type or Print Above Signature on Above Line

185.0

009033

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

3 MATURITY DATE (If Any) 04 AUG 95
FOR FILING OFFICER (Date, Time and Filing Office)

1 DEBTOR(S) (Last Name First and ADDRESS(ES))

2 SECURED PARTY(IES) and ADDRESS(ES)

FORD
4975 MUDDY CREEK RD
WEST RIVER MD 20778
215968856 AA

WILLIAM KARDEERE CREDIT SERVICES INC.
P. O. BOX 65090
WEST DES MOINES IA 50265
FORM-JOHN DEERE CU, SYRCS, NY

4 This statement refers to original Financing Statement bearing File No. 464-351-248449
Filed with ANNE ARUNDEL MD Date Filed 04 AUG 83

RECORD FEE 10.00
POSTAGE .50

- 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.

#007390 0777 R01 T14:19
08/11/87
CK

10
Number of Additional Sheets Presented 20 JUL 87

TO
CLERK OF CIRCUIT CRT
% UCC DIVISION
ANNAPOLIS MD 21403

DEERE CREDIT SERVICES INC.

By _____
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable)

By *[Signature]*
Signature(s) of Secured Party(ies) MANAGER, Processing
John Deere Company

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC-3

515 4B

208001

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

- 1. Debtor: FISHING CREEK FARM ASSOCIATES, INC. and Mark R. Vogel, also known as Mark Vogel
Address: c/o Mark R. Vogel The Watergate 600 New Hampshire Ave Washington, D.C. 20037
- 2. Secured Party: SECOND NATIONAL FEDERAL SAVINGS BANK
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

RECORD FEE 63.00
POSTAGE .50
#004138 CASE ROZ T10:18

08/12/87

130
50



right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any 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 residential building lots with related amenities.

4. The aforesaid items covered by this Financing Statement are included as security in the Deed of Trust and Deed of Trust Promissory Note in the amount of \$8,575,000.00 executed even date herewith 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: FISHING CREEK FARM ASSOCIATES, INC.

BY: Mark R. Vogel (SEAL)
Mark R. Vogel
President

and

Mark R. Vogel (SEAL)
Mark R. Vogel a/k/a Mark Vogel

Dated: August 10, 1987

MR. CLERK:

Please return to:

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

S338492P.MLS

Dewberry & Davis



BOOK 515 PAGE 405

Architects
Engineers
Planners
Surveyors

2594 Riva Road
Annapolis, MD 21401
301 841 6811
metro 261 8707

August 7, 1987

DESCRIPTION OF 192.8441 ACRES
THE LANDS OF
MARGARET E. HUGUELY AND GEORGE W. HUGUELY, JR.

SECOND TAX DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

PROPERTY NO. 1

TRACT 1

BEGINNING at a point on the western right-of-way line of Thomas Point Road, 30 feet wide as now being described, where intersected by the South $71^{\circ} 53'$ West 889.8 feet line of the conveyance to George W. Huguely and Margaret E. Huguely, his wife, by deed dated August 17, 1951 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 639 Folio 152, thence with part of said line of the conveyance and reversely with part of the North $63^{\circ} 28' 20''$ East 868.45 feet plat line as shown on a plat of subdivision entitled "WATERGATE SECTION ONE" recorded among said Land Records in Plat Book 32 Folio 84, passing over iron pipes found at 8.53 feet and 262.66 feet from the beginning thereof, the following course

1. South $63^{\circ} 26' 58''$ West 744.91 feet to the shoreline of South River; thence following generally with the meandering shoreline of said South River; Cherry Tree Cove and Duvall Creek (also known as Smith Creek);
2. North $15^{\circ} 39' 36''$ West 116.99 feet to a point; thence
3. North $02^{\circ} 49' 23''$ West 253.81 feet to a point; thence
4. North $16^{\circ} 46' 58''$ West 197.41 feet to a point; thence
5. North $31^{\circ} 11' 06''$ West 244.30 feet to a point; thence
6. North $48^{\circ} 28' 40''$ West 256.45 feet to a point; thence
7. North $63^{\circ} 01' 16''$ West 340.56 feet to a point; thence
8. North $22^{\circ} 55' 56''$ West 56.46 feet to a point; thence
9. North $64^{\circ} 10' 10''$ West 174.43 feet to a point; thence
10. North $42^{\circ} 15' 36''$ West 140.52 feet to a point; thence

Fairfax VA
Annapolis MD
Baltimore MD
Danville VA
Gaithersburg MD

Landover MD
Leesburg VA
Manassas VA
Manon VA

Morristown, TN
Raleigh, NC
Richmond VA
Woodbridge VA

DESCRIPTION OF 192.8441 ACRES
August 7, 1987
Page Two

11. North 16° 47' 38" East 115.95 feet to a point; thence
12. North 13° 53' 21" West 141.64 feet to a point; thence
13. North 32° 39' 39" East 69.49 feet to a point; thence
14. North 30° 21' 59" East 337.27 feet to a point; thence
15. North 08° 34' 40" West 90.51 feet to a point; thence
16. North 31° 14' 49" West 156.15 feet to a point; thence
17. North 14° 52' 15" West 91.57 feet to a point; thence
18. North 04° 57' 07" East 139.02 feet to a point; thence
19. North 16° 35' 53" East 162.78 feet to a point; thence
20. North 26° 18' 55" East 205.27 feet to a point; thence
21. South 80° 41' 53" East 117.55 feet to a point; thence
22. South 09° 27' 44" West 45.62 feet to a point; thence
23. North 63° 52' 54" East 114.71 feet to a point; thence
24. South 34° 56' 54" West 107.36 feet to a point; thence
25. North 88° 10' 39" East 110.06 feet to a point; thence
26. North 04° 02' 11" East 539.84 feet to a point; thence
27. North 18° 55' 29" East 129.50 feet to a point; thence
28. North 21° 05' 56" West 234.74 feet to a point; thence
29. North 50° 11' 40" West 93.72 feet to a point; thence
30. South 87° 11' 04" West 213.76 feet to a point; thence
31. South 43° 33' 05" West 153.85 feet to a point; thence
32. North 34° 07' 43" West 108.72 feet to a point; thence
33. North 55° 34' 36" East 86.68 feet to a point; thence
34. North 81° 58' 22" West 78.77 feet to a point; thence
35. North 26° 55' 31" West 177.77 feet to a point; thence
36. South 86° 41' 26" West 147.25 feet to a point; thence
37. South 68° 36' 59" West 89.14 feet to a point; thence
38. South 34° 47' 21" West 57.84 feet to a point; thence
39. South 08° 01' 52" West 286.31 feet to a point; thence
40. South 10° 50' 50" East 170.04 feet to a point; thence
41. South 35° 25' 33" East 119.04 feet to a point; thence
42. South 49° 40' 45" East 99.68 feet to a point; thence
43. South 26° 43' 22" East 81.17 feet to a point; thence
44. South 43° 29' 33" East 107.52 feet to a point; thence
45. South 25° 15' 47" West 147.62 feet to a point; thence
46. South 79° 40' 35" West 136.71 feet to a point; thence

Dewberry & Davis



DESCRIPTION OF 192.8441 ACRES
August 7, 1987
Page Three

47. South $39^{\circ} 25' 40''$ West 58.26 feet to a point; thence
48. South $78^{\circ} 47' 57''$ West 102.96 feet to a point; thence
49. North $85^{\circ} 36' 05''$ West 65.19 feet to a point; thence
50. South $76^{\circ} 36' 27''$ West 75.55 feet to a point; thence
51. South $46^{\circ} 21' 50''$ West 59.41 feet to a point; thence
52. South $07^{\circ} 10' 50''$ West 64.00 feet to a point; thence
53. South $15^{\circ} 07' 59''$ West 82.36 feet to a point; thence
54. North $82^{\circ} 34' 59''$ West 170.43 feet to a point; thence
55. South $88^{\circ} 12' 18''$ West 175.59 feet to a point; thence
56. North $30^{\circ} 50' 59''$ West 215.49 feet to a point; thence
57. North $56^{\circ} 51' 52''$ West 429.91 feet to a point; thence
58. North $10^{\circ} 59' 19''$ West 104.92 feet to a point; thence
59. North $03^{\circ} 36' 25''$ East 174.85 feet to a point; thence
60. North $09^{\circ} 31' 05''$ West 84.67 feet to a point; thence
61. North $64^{\circ} 24' 41''$ East 78.72 feet to a point; thence
62. North $17^{\circ} 23' 18''$ East 199.10 feet to a point; thence
63. North $37^{\circ} 52' 30''$ East 57.01 feet to a point; thence
64. North $27^{\circ} 49' 55''$ West 182.06 feet to a point; thence
65. North $57^{\circ} 13' 15''$ East 78.50 feet to a point; thence
66. South $29^{\circ} 11' 51''$ East 58.42 feet to a point; thence
67. South $68^{\circ} 30' 19''$ East 121.45 feet to a point; thence
68. South $49^{\circ} 26' 11''$ East 82.27 feet to a point; thence
69. South $61^{\circ} 25' 31''$ West 63.77 feet to a point; thence
70. South $51^{\circ} 33' 13''$ East 272.60 feet to a point; thence
71. North $75^{\circ} 18' 40''$ East 53.24 feet to a point; thence
72. North $59^{\circ} 05' 21''$ East 185.90 feet to a point; thence with the easterly line of division of the properties of George W. Huguely, Jr., and Margaret E. Huguely as described by Dewberry & Davis and intended to be recorded herewith, said line of division also being the Westerly right-of-way line for Cherry Tree Lane as shown on a plat entitled "Fishing Creek Farm, plat Right of Nine", said plat having been filed to be recorded among the land records among the land records of Anne Arundel County, Maryland;
73. 100.56 feet along the arc of a curve deflections to the left having a radius of 182.55 feet and chord, North $43^{\circ} 18' 26''$ East 99.30 feet to a point; thence



DESCRIPTION OF 192.8441 ACRES
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Page Four

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74. North $27^{\circ} 31' 32''$ East 307.95 feet to a point; thence
75. 178.97 feet along the arc of a curve deflecting to the right having a radius of 220.00 feet and chord North $50^{\circ} 49' 50''$ East 174.08 feet to a point; thence departing said westerly right of way line and continuing with said line of division
76. North $15^{\circ} 51' 52''$ West 120.29 feet to a point; thence departing said line of division and following the general meanderings of the shoreline of Duvall Creek (also known as Smith Creek)
77. South $62^{\circ} 23' 46''$ East 258.98 feet to a point; thence
78. South $85^{\circ} 52' 05''$ East 131.84 feet to a point; thence
79. North $71^{\circ} 54' 00''$ East 135.19 feet to a point; thence
80. North $59^{\circ} 52' 10''$ East 147.42 feet to a point; thence
81. North $49^{\circ} 47' 52''$ East 147.95 feet to a point; thence
82. North $61^{\circ} 49' 54''$ East 87.91 feet to a point; thence
83. South $09^{\circ} 06' 51''$ East 94.70 feet to a point; thence
84. South $37^{\circ} 13' 19''$ East 211.60 feet to a point; thence
85. North $79^{\circ} 27' 39''$ East 43.74 feet to a point; thence
86. North $17^{\circ} 56' 47''$ West 129.82 feet to a point; thence
87. North $73^{\circ} 41' 38''$ East 174.52 feet to a point; thence
88. North $02^{\circ} 22' 39''$ West 277.24 feet to a point; thence
89. North $29^{\circ} 41' 23''$ West 218.02 feet to an iron pipe found; thence with part of the North $76^{\circ} 13'$ East 1095.25 feet line of said conveyance to Huguely, Liber 639 Folio 152, the following course
90. North $68^{\circ} 02' 26''$ East 751.81 feet to the southwestern corner of the conveyance to George W. Huguely, Jr. and Margaret E. Huguely, his wife, recorded in Liber 1052 Folio 119 among said Land Records; thence with the western outline of said conveyance, passing over an iron pipe found at 0.68 feet and 156.46 feet from the beginning thereof, the following course
91. North $29^{\circ} 31' 48''$ West 197.00 feet to a point; thence with northern and eastern lines of said conveyance, the following three (3) courses
92. North $67^{\circ} 16' 28''$ East 263.77 feet to an iron pipe found; thence
93. South $51^{\circ} 53' 23''$ East 128.53 to an iron pipe found; thence
94. South $39^{\circ} 46' 36''$ East 91.82 feet to intersect said North $76^{\circ} 13'$ East 1095.25 feet line of said conveyance to Huguely, Liber 639 Folio 152; thence with part of said line.

Dewberry & Davis



DESCRIPTION OF 192.8441 ACRES
August 7, 1987
Page Five

95. North $68^{\circ} 02' 26''$ East 6.07 feet to intersect said western right-of-way line of Thomas Point Road; thence with part of said right-of-way the following nine (9) courses
96. South $14^{\circ} 04' 52''$ East 1504.83 feet to a point; thence
97. 179.73 feet along an arc of a curve deflecting to the right having a radius of 176.00 feet and chord, South $15^{\circ} 10' 24''$ West 172.02 feet, to a point; thence
98. South $44^{\circ} 25' 39''$ West 99.37 feet to a point; thence
99. 285.30 feet along an arc of a curve deflecting to the left having a radius of 588.00 feet and chord, South $30^{\circ} 31' 39''$ West 282.51 feet, to a point; thence
100. South $16^{\circ} 37' 39''$ West 1224.86 feet to a point; thence
101. 437.21 feet along an arc of a curve deflecting to the left having a radius of 970.00 feet and chord, South $03^{\circ} 42' 54''$ West 433.52 feet to a point; thence
102. South $09^{\circ} 11' 51''$ East 586.35 feet to a point; thence
103. 412.31 feet along an arc of a curve deflecting to the left having a radius of 970.00 feet and chord, South $21^{\circ} 22' 30''$ East 409.22 feet, to a point; thence
104. South $33^{\circ} 03' 41''$ East 171.60 feet to the point of beginning.

CONTAINING 157.4842 acres of land, more or less, as now described by Dewberry & Davis, Registered Professional Land Surveyors, with meridian referenced to Maryland State Grid North.

TRACTS II

BEGINNING at a point on the eastern right-of-way line of Thomas Point Road, 30 feet wide as now being described, where intersected by the South $55^{\circ} 53' 20''$ East 15.73 feet line of the conveyance to the United States of America by deed dated May 26, 1967 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2069 Folio 177; thence with said right-of-way line, the following four (4) courses

1. North $16^{\circ} 37' 39''$ East 814.30 feet to a point; thence
2. 270.74 feet along an arc of a curve deflecting to the right having a radius of 558.00 feet and chord, North $30^{\circ} 31' 39''$ East 268.09 feet, to a point; thence

Dewberry & Davis



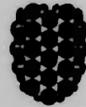
515 500

DESCRIPTION OF 192.8441 ACRES
August 7, 1987
Page Six

3. North $44^{\circ} 25' 39''$ East 99.37 feet to a point; thence
4. 97.78 feet along an arc of a curve deflecting to the left having a radius of 206.00 feet and chord, North $30^{\circ} 49' 44''$ East 96.87 feet to a point; thence with part of the South $06^{\circ} 03'$ East 1597.55 feet line of the conveyance to George W. Huguely and Margaret E. Huguely, his wife, by deed dated August 17, 1951 and recorded among said Land Records in Liber 639 Folio 152, the following course
5. South $14^{\circ} 04' 52''$ East 800.27 feet to an iron pipe found; thence
6. South $19^{\circ} 28' 14''$ East 453.67 feet to the shoreline of Fishing Creek; thence following generally with the meandering of said shoreline, the following twelve (12) courses
7. North $56^{\circ} 13' 00''$ West 155.89 feet to a point; thence
8. South $08^{\circ} 29' 55''$ East 87.97 feet to a point; thence
9. South $55^{\circ} 31' 58''$ West 71.56 feet to a point; thence
10. South $06^{\circ} 42' 35''$ East 77.03 feet to a point; thence
11. South $19^{\circ} 39' 14''$ East 126.36 feet to a point; thence
12. South $77^{\circ} 12' 48''$ East 72.30 feet to a point; thence
13. South $11^{\circ} 33' 12''$ West 92.37 feet to a point; thence
14. North $42^{\circ} 48' 18''$ East 101.54 feet to a point; thence
15. South $38^{\circ} 02' 21''$ East 122.53 feet to a point; thence
16. South $57^{\circ} 56' 33''$ West 58.41 feet to a point; thence
17. South $22^{\circ} 16' 00''$ East 68.62 feet to a point; thence
18. South $14^{\circ} 53' 25''$ West 88.14 feet to a point; thence reversely with part of the South $55^{\circ} 53' 20''$ East 1043.22 feet line and said South $55^{\circ} 53' 20''$ East 15.73 feet line of the conveyance to the United States, passing over an iron pipe set at 100.00 feet, the following course
19. North $55^{\circ} 52' 46''$ West 1039.55 feet to the point of beginning.

CONTAINING 16.5762 acres of land, more or less, as now described by Dewberry & Davis, Registered Professional Land Surveyors, with meridian referenced to Maryland State Grid North.

Dewberry & Davis



DESCRIPTION OF 192.8441 ACRES
August 7, 1987
Page Seven

PARCEL III

BEGINNING at a point on the eastern right-of-way line of Thomas Point Road, 30 feet wide as now being described, where intersected by the North $62^{\circ} 25' 40''$ West 16.90 feet line of the conveyance to the United States of America by deed dated May 26, 1967 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2069 Folio 177; thence reversely with part the southern outline of said conveyance, the following four (4) courses

1. South $62^{\circ} 25' 05''$ East 189.04 feet to a monument found; thence passing over a monument found at 158.98 feet
2. South $81^{\circ} 23' 06''$ East 320.88 feet to an iron pipe found; thence
3. North $75^{\circ} 18' 47''$ East 151.16 feet to an iron pipe found; thence
4. South $79^{\circ} 15' 03''$ East 256.43 feet to the shoreline of Fishing Creek; thence following generally with the meandering of said shoreline, the following nine (9) courses
 5. South $38^{\circ} 00' 34''$ West 114.74 feet to a point; thence
 6. South $22^{\circ} 05' 52''$ East 215.32 feet to a point; thence
 7. South $37^{\circ} 13' 06''$ West 164.50 feet to a point; thence
 8. South $54^{\circ} 58' 40''$ East 77.54 feet to a point; thence
 9. North $56^{\circ} 45' 24''$ East 71.14 feet to a point; thence
 10. South $77^{\circ} 19' 11''$ East 61.50 feet to a point; thence
 11. South $47^{\circ} 53' 45''$ East 90.98 feet to a point; thence
 12. South $04^{\circ} 00' 07''$ West 121.80 feet to a point; thence
 13. North $85^{\circ} 44' 16''$ East 64.30 feet to a monument found; thence reversely with part the North $56^{\circ} 17' 00''$ East 916.49 feet plat line as shown on a plat of subdivision entitled "WATERGATE, SECTION TWO" recorded among said Land Records in Plat Book 33 Folio 37, passing over a concrete monument found at 885.51 feet, the following course
14. South $56^{\circ} 17' 02''$ West 906.51 feet to an iron pipe set, and to intersect said eastern right-of-way line of Thomas Point Road; thence with part of said right-of-way line, the following four (4) courses



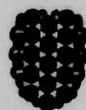
DESCRIPTION OF 192.8441 ACRES
August 7, 1987
Page Eight

15. North $33^{\circ} 03' 41''$ West 175.43 feet to a point; thence
16. 399.69 feet along the arc of a curve deflecting to the right having a radius of 940.00 feet and chord, North $21^{\circ} 22' 43''$ West 396.69 feet, to a point; thence
17. North $09^{\circ} 11' 51''$ West 586.35 feet to a point; thence
18. 171.33 feet along an arc of a curve deflecting to the right having a radius of 940.00 feet and chord, North $03^{\circ} 58' 33''$ West 171.10 feet, to the point of beginning.

CONTAINING 18.7837 acres of land, more or less, as now described by Dewberry & Davis, Registered Professional Land Surveyors, with meridian referenced to Maryland State Grid North.

BEING the lands conveyed by Galliher and Huguely, Inc. to George W. Huguely and Margaret E. Huguely his wife in a deed dated August 17, 1951 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 639 Folio 152 and also being the same lands conveyed by George W. Huguely, Jr. and Margaret E. Huguely his wife, by George W. Huguely, III by Power of Attorney to George W. Huguely, Jr. and Margaret E. Huguely his wife by deeds dated December 24, 1980 and recorded in Liber 3374 Folio 223 and Liber 3374 Folio 225 and deeds dated December 14, 1985 and recorded in Liber 4012 Folio 285 and Liber 4012 Folio 292 and the land conveyed from Dorothy C. Hammond, widow and Everett T. Hammond, Sr., divorced to George W. Huguely, Jr., and Margaret E. Huguely, his wife, by deed dated August 3, 1956 and recorded in Liber 1052 Folio 119, all among the Land Records of Anne Arundel County, Maryland and further being a portion of those lands as shown on plats of subdivision by Dewberry & Davis entitled "Fishing Creek Farm", Lots 1 through 121 and reserved parcels and open space appurtenant thereto; all intended to be recorded among the Land Records of Anne Arundel County, Maryland.

Dewberry & Davis



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The proceeding legal description being the same as the following:

All of Lots 1-21, inclusive, Lots 24-120, inclusive, Open Parcels A-N, inclusive, Open Parcels P, Q, S and T, inclusive, Reserve Parcels A and B, inclusive, Reserve Parcel C - Lot 22 and Reserve Parcel D - Lot 23 all as shown on Plat Nos. 1-9 of Fishing Creek Farm intended to be recorded among the Land Records of Anne Arundel County, Maryland.

Per the description, in part, prepared by Dewberry and Davis, Registered Land Surveyors, 2594 Riva Road, Annapolis, Maryland 21401, dated December 31, 1986, entitled "Description of 192.8441 acres of Lands of Margaret E. Huguely and George W. Huguely, Jr., Second Tax District, Anne Arundel County, Maryland.

AND BEING a part of the same property conveyed by Margaret E. Huguely, George W. Huguely, III, Geoffrey A. Huguely and American Security Bank, National Association, to Fishing Creek Farm Associates, Inc. by Deed dated August 10, 1987, recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland.

PROPERTY NO. 2:

TRACT 1:

Parcel No. 1: Beginning for the same where the North line of the conveyance from Elizabeth Gross Thomas to Lushia Nolley which Deed is to be recorded among the Land Records of Anne Arundel County, intersects the East shore line of Kitty Duvall Creek; and running from the beginning point so fixed and with the shore line of Kitty Duvall Creek, North 18 degrees 32 minutes West 26.7 feet; thence leaving the shore line and running across part of the property subdivided among the Gross heirs and described in a Deed recorded among the Land Records of Anne Arundel County in Liber S.H. No. 20, folio 144, North 75 degrees 37 minutes East 345.38 feet to a pipe set in the fourth line of the above mentioned conveyance from Thomas to Nolley; thence with part of the fourth line and all of the third line of the last mentioned conveyance, South 17 degrees 07 minutes East 25 feet and South 75 degrees 37 minutes West 336 feet to the place of beginning. Being part of Lot No. 6 as designated on a Plat by J. Carson Boush in 1908 and allocated to Augusta Gross and subject to the use in common of a 10 foot Right of Way as now established 148 feet long, running along and West of the Easternmost line of the Elizabeth Gross 1.36 acre tract to the twenty-two foot private road, all as shown on the above mentioned plat and as surveyed by J.R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in July, 1946.

Parcel No. 2: Beginning for the same at an iron pipe set at the same beginning point as described in a conveyance from Dorcas Gross to Benjamin Gross by deed dated March 31, 1913, and recorded among the Land Records of

Anne Arundel County in Liber G.W. 98, folio 94; and running from thence and with the west side of a 10 foot right of way leading to the property now owned by Lushia Nolley, South $18^{\circ} 32'$ East, 182 feet to a pipe thence with part of the north line of Nolley's land, South $72^{\circ} 53'$ West, 10 feet, thence by straight line parallel with the first line in this description to a point on the south side of the 22 foot road in the aforementioned conveyance from Gross to Gross; thence with said south side of said road in a northerly direction 10 feet, more or less, to the point of beginning.

BEING a 10 foot strip of land lying along and contiguous to the 10 foot right of way mentioned in the deed from Benjamin Gross and wife to the said William Gross, date the 27th day of December, 1948, and recorded among the Land Records of Anne Arundel County in J.H.H. No. 527, folio 146, which by deed dated December 10, 1949, was conveyed to James G. Dashiell and Annie C. Dashiell, his wife, and Lushia Nolley and Dorothy Nolley, his wife, by William Gross, said deed having been recorded among the Land Records of Anne Arundel County at Liber 550, folio 100.

The aforesaid 10 foot strip of land, is subject to an easement for road purposes running with said land; the purpose of the aforementioned deed dated December 10, 1949, and recorded among the Land Records of Anne Arundel County at Liber 550, folio 100, being to add 10 additional feet to the original right of way for more convenient ingress and egress to the lands of the said James G. Dashiell and Annie C. Dashiell, his wife, and Lushia Nolley and Dorothy Nolley, his wife, their heirs and assigns.

BEING the same property conveyed to Mark Vogel by Deed dated August 1, 1986, from James G. Dashiell and Annie C. Dashiell, his wife, recorded among the Land Records of Anne Arundel County, Maryland in Liber 4136 at Folio 823.

AND BEING presently known as 3264 Kitty DuVall Drive, Annapolis,
Maryland.

TRACT NO. 2:

Parcel No. 1: Beginning for the same at a point set in the South outline of the whole 28 acre tract subdivided among the Gross heirs and described in a Deed recorded in the Land Records of Anne Arundel County in Liber S.H. 39, folio 441, said beginning point being at the Southeasternmost corner of the Lot allocated to Augustus Gross and designated on the Plat made by J. Carson Boush in 1908 as Lot No. 6; thence from said beginning point and continuing with the South line of said Lot No. 6 as corrected and adjusted, South 76 degrees 13 minutes West, 615 feet to a pipe set on the shore of Kitty DuVall Creek; thence with the shore line of same, North 34 degrees 57 minutes West 50 feet to an iron pipe; thence running through a part of aforesaid Lot No. 6, North 75 degrees 37 minutes East, 336 feet to an iron pipe; and thence North 17 degrees 07 minutes West 33.75 feet to intersect the North line of said Lot 6 at a point where the division line between the lot allotted to Eliza Gross and the one allotted to Dorothy Gross intersects the said North line; thence with the division line between Lot No. 6 and Dorothy Gross's lot, North 72 degrees 53 minutes East 290 feet to the Northeast corner of the first mentioned Lot 6, and thence with the East side of said Lot No. 6 South 18 degrees 32 minutes East 100 feet to place of beginning. Containing 0.86 acres together with the use in common of a 10 foot right of way leading from the Northeasternmost corner of the property herein described to a 22 foot private roadway laid out at the time of the subdivision of the whole first mentioned 28 acre tract. The herein described lot shall also have a right of way over the 22 foot private road to the County road leading from Annapolis to Highland

Beach, in accordance with a survey made by J.R. McCrone, Jr., Reg. Professional Engineer and Land Surveyor.

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Parcel No. 2: Beginning for the same at an iron pipe set at the same beginning point as described in a conveyance from Dorcas Gross to Benjamin Gross by Deed dated March 31, 1913 and recorded among the Land Records of Anne Arundel County in Liber G.W. 98, folio 94; and running from thence and with the West side of a 10 foot right of way leading to property now owned by Lushia Nolley, South 18 degrees 32 minutes East 182 feet to a pipe; thence with point of North line of Nolley's land South 72 degrees 53 minutes West 10 feet, thence by a straight line parallel with the first line of this description to a point on the South side of the 22 foot road in the aforementioned conveyance from Gross to Gross; thence with said South side of said road in a Northerly direction 10 feet more or less to the point of beginning.

Being a 10 foot strip of land subject to an easement for road purposes running with said land.

BEING the same property conveyed to Mark Vogel by Deed dated August 1, 1986, from Edward Larkins and Rosa Blake recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland in Liber 4136 at Folio 826.

AND BEING presently known as 3266 Kitty DuVall Drive, Annapolis, Maryland.

s33849ms.ex2

Mail to

BLUMENTHAL, WAYSON, DOWNS, & OFFUTT, P.A.
80 WEST STREET
ANNAPOLIS, MD 21401
ATTN: DAVID S. BRUCE, ESQ.



BOOK 515 PAGE 508

200300

FINANCING STATEMENT

Debtor(s)

Date: 07-14-87

Name: Walter Edwards
Ann Edwards
Address: 8226 Moncton Rd.
Millersville, Md. 21108

Secured Party: Tower Federal Credit Union
P.O. Box 123
Annapolis, Maryland 20701

RECORD FEE 12.00

RECORD TAX 63.00

POSTAGE .50

#008660 0777 R01 TOP:52

1. The Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary) 09/12/87

1980 Liberty Liberator Fkd Mobile Home, Equipped with other assessories

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

See Addendum Attached Hereto

3. Proceeds of collateral are are not covered.

4. Products of collateral are are not covered.

5. This transaction is is not subject to a recordation tax.

If subject to tax: Amount Financed 8,921.00 Recordation Tax 75.50

Circuit Court for Anne Arundel County
Secured Party:

Debtor(s):
Walter F. Edwards
(Signature)

Tower Federal Credit Union

Walter Edwards
(Type or Print)

Ann M. Edwards
(Signature)

By: Jane Loppitt
TFCU

Ann Edwards
(Type or Print)

TO: THE FILING OFFICER:

After recordation please mail to:

Tower Federal Credit Union
P.O. Box 123
Annapolis Junction, Maryland 20701

1700
6300
50

515 508-A



Tower Federal Credit Union

"ADDENDUM MOBILE HOME"

The undersigned debtor grants to Tower Federal Credit Union, its successors and assigns, a purchase money security interest, in accordance with the terms and conditions of the Security Agreement for Closed End Loan on the reverse side of the Loan Request and Credit Disclosure Statement to which this Addendum I is Attached, in and to the following described personal property:

Collateral: Mobile Home NEW OLD

Year: 80 Liberty Equipment (included as part of the collateral):

Make and Model: Liberty FCID Range # 7190011

Length and Width: 60x12 Refrigerator # N/A

Serial Number: 08-L-16466 Freezer # N/A

Dishwasher N/A

Clothes Washer J92193057

Dryer U93714652

Awnings NO

Skirting 3' x 144'

Air Conditioning Unit _____

Acc. Shed 9' x 9' x 10'

Furniture (Mfgs. Floor Plan _____

Other _____

Primary use of collateral:

Personal, family or household

Farming Operations

Business

Will the collateral be affixed to the land? NO YES

If yes, give full name of the record owners of the land: MR. ROLAND POWDER
ROCK PARK TRAILER VILLAGE

The collateral is to be located at: ROCK PARK TRAILER VILLAGE
MILLERSVILLE, MD 21108

Date: July 20, 1987

X Walter F. Edwards
DEBTOR

X Ann M. Edwards
DEBTOR

Box 123/Annapolis Junction/Maryland 20701/301-688-6486

TFCU #134 (.25M)

PRINT OR TYPE ALL INFORMATION

208002

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 _____

STATE CORPORATION COMMISSION UCC Div., Box 1197, Richmond, Va. 23209 LOCAL (CLERK OF Anne Arundel)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

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

Index numbers of subsequent statements (For office use only)

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

Richard Shockey, Jr.
15824 Dorset Road
Laurel, MD 20707

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

- ORIGINAL FINANCING STATEMENT
The debtor(s) hereby grant(s) to the secured party a security interest in the collateral described herein to secure all debts owed by debtor(s) to the secured party except as limited by separate written agreement.
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

RECORD FEE 11.00
POSTAGE .50

#008600 0777 R01 709:48

Name & address of Secured Party
Sovran Bank, N.A.
P. O. Box 231 (King & Market Streets)
Leesburg, VA 22075
ATTENTION: Tommie L. Critchfield

Name & address of Assignee
08/12/87
SAH

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

2 year old filly named Poutin Ridge by Cox's Ridge out of Poutin Howtin.

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:

Richard W. Shockey, Jr.

Sovran Bank, N.A.

Signature of Debtor if applicable (Date)

Signature of Secured Party if applicable (Date)

[Handwritten Signature]
3-16-87

[Handwritten Signature]

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 515 PAGE 510
Identifying File No. 2000003

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 MADNESS, INCORPORATED
Address 7929 Baltimore/Annapolis Turnpike, Glen Burnie, MD 21061

RECORD FEE 11.00
#008540 0777 R01 109:43
09/12/87

2. SECURED PARTY

Name SHELL OIL COMPANY
Address 15200 Shady Grove Road
Rockville, Maryland 20850

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

3. Maturity date of obligation (if any) _____

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

All inventory and equipment (including fixtures) now owned or hereafter acquired, all proceeds received from sale of such inventory, equipment and fixtures, and all collections of accounts receivable located on the premises of debtor's address specified in the Security Agreement, and/or related to the conduct of debtor's business there.

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)


(Signature of Debtor)

Bruce Brown, President
Type or Print Above Name on Above Line

(Signature of Debtor)


(Signature of Secured Party)

219-3744-0776

11-

208001

RECORD FEE 13.00

POSTAGE .50

MD06530 0777 RD1 T09:43

08/12/87

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 the full 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 full 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, 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. Special 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: Richard S. [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.

13.50

SCHEDULE A

BOOK 515 PAGE 512

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
Baretta	Success	MHP24252G788
Baretta	Success	MHP24253G788
Baretta	Supersport	MHP24254E788
Baretta	Success	MHP24256G788
Baretta	Success	MHP24257G788

FINANCING STATEMENT

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.
(Prepare in Duplicate)

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

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

This financing statement Dated JUNE 2, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

DBA/ Name DANIEL T. HALL & JOAN M. HALL
LYONS CREEK NURSERY & LANDSCAPING - RURAL
Address 6292 Southern Maryland Blvd. Potters Md. 20711

2. SECURED PARTY

Name Leatham Cycle & Tool
Address 943100 Craig Hwy. PREE MAR/RO MD 20772

3. ASSIGNEE OF SECURED PARTY

Name Whitpool Acceptance Corp
Address Po Box 10930 Wilmington DE 19350

PERSON AND ADDRESS TO WHOM STATEMENT IS TO BE RETURNED IF DIFFERENT FROM ABOVE.

4. Maturity date of obligation (if any) _____

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

Toro Tractor # 57360
Ser # 7001589

RECORD FEE 13.00
POSTAGE .50
#009420 0777 R01 T09:25
08/12/87
CK

CHECK THE LINES WHICH APPLY

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

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

All proceeds resulting from sale or other disposition of the collateral are also covered including, but not limited to, cash, accounts, instruments, documents, chattel paper, security agreements, and goods.

(Products of collateral are also covered)

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

DANIEL T. HALL
Type or Print Above Signature on Above Line

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

JOAN M. HALL
Type or Print Above Signature on Above Line

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

S. M. PIECIUK
Type or Print Above Name on Above Line

Original: Filing Officer
Duplicate: Branch Office File

13/50

FINANCING STATEMENT FORM 1000

Identifying File No. 215906

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Stefan J. Stone
Address 529 Sylvan dr Pasadena Md 21122

2. SECURED PARTY

Assignee of Secured Party
Name Arnott's Garage KUBOTA CREDIT CORPORATION, USA
Address Rt 2 Box 125 Hagerstown Md 21740 4444 SHACKLEFORD RD.
NORCROSS, GEORGIA 30093

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

3. Maturity date of obligation (if any) _____

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

- 1- New Kubota tractor model F-2000
sn 10424
- 1- " " mower model M660-F20
sn 10433

Name and address of Assignee	
RECORD FEE	11.00
POSTAGE	.50
#006690 0777 R01 T09:56	
12390- 811788	
08/12/97	
JK	

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)

Stefan J. Stone

(Signature of Debtor)
Stefan J., Stone

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Arnott's Garage

(Signature of Secured Party)
Arnott's Garage

Type or Print Above Signature on Above Line

11.50

RECORD FEE 11.00
 POSTAGE .50
 #008700 C777 R01 T09:58
 09/12/87

208037

 Maryland Financing Statement <small>All information must be typewritten or printed in ink.</small>		File No.
(Not to Be) XXXXX Recorded in the Land Records.* <small>strike inapplicable words</small>		
Debtor(s) Name(s) and Address(es) Dennis Lee Vanpelt 4820 Atwell Road Shady Side, Maryland 20764	Secured Party Name and Address J. L. Gomer Equipment Co., Inc. 10705 Hull Street Road Midlothian, Virginia 23113	
Assignee of Secured Party CIT Corporation THE CIT GROUP/EQUIPMENT FINANCING, INC. 8001 Franklin Farms Drive, Box K-85 Richmond, Virginia 23288	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. One (1) 1983 John Deere Model 640 Skidder, S/N 500364.		
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>Dennis Lee Vanpelt</u>	Secured Party <u>J.L.Gomer Equipment Co., Inc.</u>	
By <u>Dennis Vanpelt</u> Title <u>Individual</u> <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>	By <u>[Signature]</u>	
<u>DENNIS LEE VANPELT</u> <small>Type or print name(s) of person(s) signing</small>	<u>JOE L. GOMEK</u> <small>Type or print name of person signing</small>	

The name of C.I.T. Corporation has been changed to The CIT Group/Equipment Financing, Inc. Any reference herein to "C.I.T. Corporation" shall be deemed amended to "The CIT Group/Equipment Financing, Inc."

11/50

208093

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 J & S Miller, Inc.

Address 5570 Shady Side Rd., Churchton, MD 20733

2. SECURED PARTY

Name AEL Leasing Co., Inc.

RECORD FEE 11.00

Address P.O. Bos 13428, Reading, PA 19602-3428

POSTAGE .50

#008710 0777 R01 109:59

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

09/12/87

3. Maturity date of obligation (if any) _____

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

(1) Ben Pearson MC59 Bender w/120 Die package; w/3 reducer dies & 3" tooling

This financing statement is being recorded for notice purposes

The debtor hereby agrees to be bound by the terms of this financing statement

and to grant the secured party a security interest in the equipment herein described.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

J & S Miller, Inc.

Joseph N. Miller
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

AEL Leasing Co., Inc.

B. Kennedy
(Signature of Secured Party)

B. Kennedy
Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

11.50

JUN 18 1987

STATE OF MARYLAND

BOOK 515 PAGE 517

268000

GECC FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____	If this statement is to be recorded in land records check here. <input type="checkbox"/>
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This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GENERAL ELEVATOR COMPANY, INCORPORATED FED. ID #52-0324870
 Address 601 NURSERY ROAD; LINTHICUM HEIGHTS, MD 21090

2. SECURED PARTY

Name AMPLICON, INC. FED. ID #95-3162444
 Address 2020 EAST FIRST STREET #401
SANTA ANA, CA 92705

3. ASSIGNEE: GENERAL ELECTRIC CREDIT CORPORATION
P.O. BOX 6199; ORANGE, CA 92613

3. Maturity date of obligation (if any) _____

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

REF: SCHED. 2 TO LEASE #OL-1776 DATED MARCH 13, 1986

(01) IBM SYSTEM/2 MODEL 30-20:
720K FLOPPY DISK
20MB HARD DISK
640K RAM

AMT. OF INDEBTEDNESS IS 4,486.50.
 TAX PAID IS 31.41.

(01) H.P. LASERJET II PRINTER

"INCLUDING ALL ACCESSIONS, ADDITIONS, REPLACEMENTS, SUBSTITUTIONS AND IMPROVEMENTS THERETO AND THEREFORE, AND ALL PROCEEDS (INCLUDING INSURANCE PROCEEDS) OF AND THE LINES WHICH APPLY FROM SAID EQUIPMENT."

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

(If collateral is goods which are or are to become fixtures) The above 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)
GENERAL ELEVATOR COMPANY, INCORPORATED

Type or Print Above Name on Above Line
David A. Quaranta
 (Signature of Debtor)
 Type or Print Above Signature on Above Line

AMPLICON, INC.

Todd R. Meyer
 (Signature of Secured Party)

Todd R. Meyer
 Type or Print Above Signature on Above Line

11 3150 50

RECORD FEE 11.00
 RECORD TAX 31.50
 POSTAGE .50
 #005720 0777 R01 T10#01
 09/12/87

JUN 18 1987
GECC - WIEFD

STATE OF MARYLAND

BOOK 515 PAGE 518

FINANCING STATEMENT FORM UCC-1

Identifying File No. 205000

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 GENERAL ELEVATOR COMPANY, INCORPORATED FED. ID #52-0324870
Address 601 NURSERY ROAD; LINTHICUM HEIGHTS, MD 21090

2. SECURED PARTY

Name AMPLICON, INC. FED. ID #95-3162444
Address 2020 EAST FIRST STREET #401
SANTA ANA, CA 92705

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

3. ASSIGNEE: GENERAL ELECTRIC CREDIT CORPORATION

P.O. BOX 6199; ORANGE, CA 92613

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
REF: SCHED. 3 TO LEASE #OL-1776 DATED MARCH 13, 1987

RECORD FEE 11.00

RECORD FEE 21.00

(01) IBM SYSTEM/2 MODEL 30-20:

720K FLOPPY DISK

20MB HARD DISK

640K RAM

3.5" EXTERNAL DISK DRIVE

AMT. OF INDEBTEDNESS IS 2,701.50. ^{POSTAGE} .50

TAX PAID IS 18.91

8008730 0777 R01 110:02

09/12/87

"INCLUDING ALL ACCESSIONS, ADDITIONS, REPLACEMENTS, SUBSTITUTIONS AND IMPROVEMENTS THERETO AND THEREFORE, AND ALL PROCEEDS (INCLUDING INSURANCE PROCEEDS) OF AND FROM SAID EQUIPMENT."

CHECK THE LINES WHICH APPLY

875341

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

(If collateral is goods which are or are to become fixtures) The above 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)
GENERAL ELEVATOR COMPANY, INCORPORATED
Type or Print Above Name on Above Line
David A. Ovaranta
(Signature of Debtor)
David A. Ovaranta
Type or Print Above Signature on Above Line

AMPLICON, INC.
Todd R. Meyer
(Signature of Secured Party)
Todd R. Meyer
Type or Print Above Signature on Above Line

11- 21 50

STATE OF MARYLAND **BOOK 515 PAGE 519 209001**

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

Becker, Kurt, A. and Gammell, Lou W., Individually and as
Name Co-Partners T/A B & G Enterprises

Address 5 N. Homeland Avenue Annapolis, MD 21401

2. SECURED PARTY

Name Baldwin Service Center, Inc.

Address Defense Highway, 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

RECORD FEE 19.00
POSTAGE .50

3. Maturity date of obligation (if any) _____

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

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

ASSIGNEE OF THE SECURED PARTY:
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Kurt A. Becker and Lou W. Gammell,
Individually and as Co-Partners T/A B & G Enterprises

See attached for original signature
(Signature of Debtor)

Credit Alliance Corporation

Type or Print Above Name on Above Line

(Signature of Debtor)

(Signature of Secured Party)

LARRY F. KIMMEL ASST. V.P.

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

1950

CONDITIONAL SALE CONTRACT NOTE

TO: Baldwin Service Center, Inc. FROM: Kurt A. Becker and Lou W. Gammell, individually and as Co-Partners T/A B & G Enterprises

Defense Highway, 450 & 170 Annapolis, MD 21401 5 N. Homeland Avenue Annapolis, MD 21401

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

Table with 2 columns: Description of Property Purchased and Financial Items. Includes items like CASH SALE PRICE, DOWN PAYMENT, UNPAID BALANCE, INSURANCE, and CONTRACT PRICE.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at 5 N. Homeland Avenue, Annapolis, 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 Thirty One Thousand Three Hundred Ninety Two and 00/100 Dollars (\$31,392.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 21st day of August, 1987, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$654.00 and the final installment being in the amount of \$654.00

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

Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved. Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled.

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: July 17, 1987. Accepted: Baldwin Service Center, Inc. (SEAL). BUYER(S)-MAKER(S): Kurt A. Becker and Lou W. Gammell, individually and as Co-Partners T/A B & G Enterprises (SEAL). By: [Signatures] (SEAL)

*and to redeem the property if repossessed for default and require under certain conditions a resale of the property if repossessed.



TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock, or control, or if bankruptcy, receivership or other insolvency proceedings are instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, non-payment, or misappropriation, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (3) retain collateral and all payments made hereunder, or (4) 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 surplus to Buyer, who shall remain liable for any deficiency with interest at the highest legal contract rate, or (5) 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 (6) 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.

Holder, plus expenses and 20% added for attorney's fees without fee of execution, and Buyer hereby waives and releases relief from any and all appraisalment, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

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

GUARANTORS ENDORSERS SIGN HERE:

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

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

ASSIGNMENT ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property") and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable hereunder 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 in any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

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

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

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

(Witness)

INITIAL
 HERE
 521
 15
 INITIAL
 HERE
 INITIAL
 HERE

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 warrants hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated July 17, 1967

between Baldwin Service Center, Inc. as Seller, Lessor, Mortgagee and Kurt J. Becker and Len W. Gennell, Individually and as Co-Partners S/A B & G Enterprises 5 N. Howard Avenue 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 in any way, it reserves a valid, free and clear title 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 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 \$ 31,392.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 17th day of July 1967

Baldwin Service Center, Inc. (Name)
By: [Signature]

OFFICER, DIRECTOR, PARTNER, OR OTHER PERSON WHO HAS AUTHORIZED HIMSELF TO SIGN THIS INSTRUMENT AND AT THE SIGNATURE LINE HAS PRINTED HIS NAME AND TITLE IN FULL AND HAS MADE NO OTHER SIGNATURES.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

289072

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 March 24, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Country Liquor & Gary Schumaker RECORD FEE 12.00

Address Furnace Brance Road., Glen Burnie, Md. 21061 #009760 2777 R01 T10:11

2. SECURED PARTY

Name G.F.S. Leasing, Inc.

Address 1900 Sulpher Spring Road #340, Baltimore, Md. 21227

08/12/87

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

3. Maturity date of obligation (if any) February 24, 1989

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

See Attached List

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)

Elizabeth S. Stockman
(Signature of Debtor)

Gary Schumaker-GFS Leasing-Attorney-In-Fact
Type or Print Above Name on Above Line

(Signature of Debtor)

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

G.F.S. Leasing, Inc.
Type or Print Above Signature on Above Line

12.00

COMPUTATION - PASADENA
 8039 B RITCHIE HIGHWAY
 PASADENA, MD 21122
 301-760-5977

800: 515 PAGE 524

COMPANY: _____ CUST #: _____
 BILL ADDRESS: _____
 PHONE NUMBER: _____ - _____ CONTACT: _____
 RECEIVED BY: _____ PO #: _____ BLD: _____

BILL TO: COUNTRY-GARY SHUMAKER LIQUORS
 COUNTRY LIQUORS
 FURNACE BRANCH RD.
 GLEN BURNIE, MD 21061

INVOICE NO: 1 0050
 CUSTOMER NO: 11008
 PAGE NO: 1

DATE	PURCHASE ORDER NO.	SALES PERSON	TERMS		
03/14/86			PAID IN FULL		
QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED	
1	1100	LE MODEL M 256K 1 DRIVE			
1	4426	HD-SEAGATE 20 MEG HALF-RI			
		PACKAGE PRICE		2995.00	
1	5003	APPARAT 64-384K CLOCK/CAL			
54	11001	MEMORY CHIPS 64K 150 NS			
		PACKAGE PRICE		350.00	
1	3310	AMDEK COLOR 600 MONITOR	595.00	595.00	
2	2026	EPSON FX-185	695.00	1390.00	
1	2360	DXY 980 - ROLAND PLOTTER	1995.00	1995.00	
2	20400	MAGIC, IBM CENTRONICS	25.00	50.00	
1	110328	LOTUS 123	595.00	595.00	
1	4427	TULIN 20 MEG HARD DRIVE	800.00	800.00	
1	110582	ACCOUNTING PARTNER			
1	110681	MONEY DECISIONS			
1	110710	THE PROFIT CENTER			
		PACKAGE PRICE		1450.00	
1		SPECIAL ORDER ITEM	500.00	500.00	
		(Furniture Set)			
-----	69				
			SUBTOTAL	10720.00	
			SALES TAX	536.00	
				=====	
			CASH	11256.00	

FINANCING STATEMENT AND SECURITY AGREEMENT

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es): (last name first)</p> <p>ARBAR, INC. 338 HOSPITAL DRIVE GLEN BURNIE, MARYLAND 21061</p>	<p>2. SECURED PARTY</p> <p>THE ZAMOISKI CO. 3000 Waterview Ave. Baltimore, Md. 21230</p>
---	---

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

RECORD FEE 11.00

POSTAGE .50

6. Return to: Secured Party (Md.)

#005770 0777 R01 T10+12

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.

08/12/87

DEBTOR:

SECURED PARTY:

ARBAR, INC.
(Type Name)

THE ZAMOISKI CO.

By: *Arnold S. Cohen* (SEAL)

By: *John Malby*

By: _____ (SEAL)

(Date Signed by Debtor) 19__

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
MD, VA, DC, PA - Inventory

11/50

Terms and Conditions of Security Agreement

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations. Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously 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

BOOK 515 PAGE 527

FINANCING STATEMENT FORM UCC-1

L68989

Identifying File No. 200001

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Charles Bowie, PA RECORD FEE 13.00
Address 2083 West Street Annapolis, MD 21061 POSTAGE .50

2. SECURED PARTY LESSOR:

Name EATON FINANCIAL CORPORATION 09/12/87
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)

Office Furniture see attached addendum "Equipment Lease - does not create a security interest."

Not subject to Recordation Tax pursuant to Maryland Annotated Code Article 81, §277(g)(2).

This transaction is a true lease and is not intended by the parties as a secured transaction; Filing is only intended to make the true lease a matter of public record. The lessor is the owner of such property including all accessories, attachments, additions and any substitutions of similar equipment types, and the lessee has no rights, express or implied to sell, exchange, encumber or otherwise dispose of such property.

CHECK THE LINES WHICH APPLY

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

Charles Bowie, PA
For Authorization see copy of Lease
(Signature of Debtor) LESSEE:

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Kathleen Emers
(Signature of Secured Party) LESSOR:

EATON FINANCIAL CORPORATION

Type or Print Above Signature on Above Line

1350

This Addendum is attached to and made part of an Equipment Lease Agreement executed between Eaton Financial Corporation, Lessor and Lessee, dated _____

- 2) 334-10405-2 Six Shelf Bookcases 84" (walnut)
- 1) 331-21004-8 36" 4 Drawer Lateral File
- 4) 224-61401-2 Leather Chair (navy)
- 1) 441-40402-6 42" Round Conference Table
- 1) 101-40605-9 36x72 Wood Executive Desk
- 1) 105-40602-9 Wood Credenza (cherry)
- 1) 217-41403-2 Chair (walnut|blue)
- 2) 217-41407-5 High Back Wing Chair (blue)
- 6) 330-21105-9 4 Drawer Legal File 28" (tan)
- 4) 334-10405-2 6 Shelf Bookcase 84" (walnut)
- 1) 217-41501-2 Chair (walnut|burgundy)
- 2) 217-41502-0 Chair (walnut|burgundy)
- 2) 217-41404-0 Chair (walnut|blue)
- 1) 102-40606-0 Secretarial Desk Left (cherry)
- 2) 102-40608-7 Secretarial Desk Left (cherry)
- 1) 101-40415-3 Executive Desk 36x72
- 1) 105-40403-4 Credenza (walnut)

Lessee _____

By _____

Date _____



EATON FINANCIAL CORPORATION
AND SUBSIDIARY, THE LEASE FACTOR, INC.

The Beaumont Building • P.O. Box 71, South Station • Framingham, MA 01701 • Tel. (617) 620-0099

app. #
102-19295 L# 68989

LEASE NUMBER	#68989
CUSTOMER NUMBER	

NAME AND ADDRESS OF LESSEE
(Complete Legal Name)
CHARLES BOWIE, P.A.
2083 WEST ST.
ANNAPOLIS, MD. 21061
PHONE 266-7040

SUPPLIER OF EQUIPMENT (Complete Address)
DOUGLASS & SONS FURNISHINGS
3021 WEST
LAWRENCE ST.
ANNAPOLIS, MD. 21061
BOOK 515 PAGE 520

PERSON TO CONTACT _____ TELEPHONE NO. _____ SALESPERSON _____ TELEPHONE NO. _____

DESCRIPTION OF EQUIPMENT LEASED / (include make, year model, identification and model numbers or marks)

① 36x72 desks	① lateral file	① 36x72 desk
① creaser	⑤ 84" Book case	① Credenza
① elec chair	① elec chair	④ conf. chairs
③ side chairs	③ side chairs	① Round table
⑥ 4 dr. leg file	③ side chairs	
	③ side chairs	

TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT ("LEASE")

1. SCHEDULE OF LEASE PAYMENTS DURING INITIAL TERM OF LEASE.

TERM OF LEASE NUMBER OF MONTHS	NUMBER OF PAYMENTS	AMOUNT OF EACH LEASE PAYMENT			TOTAL INITIAL PAYMENT	INITIAL PAYMENT REPRESENTING PAYMENT FOR FIRST AND LAST
		PAYMENT	TAX	OTHER		
36	36	462.82	23.14		1457.88	<input type="checkbox"/> ONE <input checked="" type="checkbox"/> TWO <input type="checkbox"/> THREE <input type="checkbox"/> FOUR (OTHER) ___ MOS (OTHER) ___ MOS

Additional Provisions
This lease supersedes all other leases.

2. LEASE. Eaton Financial Corporation (hereinafter called "LESSOR") hereby leases to the LESSEE the above Equipment (hereinafter called "Equipment") for the number of months and the Lease Payments set forth above and on its terms and conditions stated herein AND ON THE REVERSE SIDE HEREOF LESSEE agrees that if there is any inconsistency between the Terms and Conditions of this Lease and any of the LESSEE'S written purchase orders, the terms of this Lease will govern. The Lease Payments shall include all taxes, fees, and charges that may be levied on the Equipment to be leased hereunder, including but not limited to sales tax, title, license, and registration fees.

3. WARRANTIES. LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE WITH RESPECT TO SUCH LEASED EQUIPMENT AND HEREBY DISCLAIMS THE SAME. LESSEE has made the selection of the above Equipment from the Manufacturer or Vendor (hereinafter collectively called "SUPPLIER") based on its own judgment and expressly disclaims any reliance upon any statements or representations made by the SUPPLIER. LESSOR IS NOT RESPONSIBLE FOR ANY REPAIRS, SERVICE OR DEFECTS IN THE LEASED EQUIPMENT OR OPERATION THEREOF. In no event shall LESSOR be liable for any indirect, special or consequential damages, and without limiting the generality thereof including for any loss, cost or damage to LESSEE or others arising from defects, negligence, delays, failure of delivery, or non-performance of the Equipment. Any warranty by the SUPPLIER, which is assignable, is hereby assigned to LESSEE by LESSOR without recourse. Such warranty will not release LESSEE from its obligations to LESSOR to make Lease Payments and to keep, maintain, and surrender the Equipment in good condition.

4. DELIVERY AND ACCEPTANCE. The Equipment shall be shipped directly to the LESSEE by the SUPPLIER. LESSEE agrees to accept such delivery of the Equipment and upon receipt of the Equipment to sign a bill of lading or receipt for the Equipment. LESSEE shall be conclusively presumed, as between LESSOR and LESSEE, that the equipment is acknowledged to be in good condition and that LESSEE has accepted the same. By execution hereof, the signer hereby certifies that he has read this Lease consisting of the foregoing and INCLUDING THE REVERSE SIDE HEREOF, and that he is duly authorized to execute this Lease on behalf of the LESSEE. LESSEE hereby agrees that neither the SUPPLIER nor any sales agent or other agent of the SUPPLIER or LESSOR or SALESMAN OR AGENT OF THE SUPPLIER is authorized to make any statement or representation that in any way affects the LESSEE'S obligations to perform, including the payment of the LEASE PAYMENTS SET FORTH IN THIS LEASE. LESSEE REPRESENTS AND WARRANTS THAT THIS IS A COMMERCIAL AND BUSINESS TRANSACTION AND NOT A CONSUMER TRANSACTION.

EATON FINANCIAL CORPORATION, LESSOR
By *Kathleen Emery* Coverage, Authorized Signature and Title
Date *6/30/87*

LESSEE
By *Charles Bowie*, Authorized Signature and Title
Date *7/31/87*

AFFIX SEAL

ORIGINAL LEASE

exempt from tax

FINANCING STATEMENT - MARYLAND

BOOK 515 PAGE 530

No: _____

200015

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

DEBTOR: Military Rent-All, Inc.

Type Address of Debtor: P.O. Box 980 / Building 2790
Fort Meade, MD 20755

Filing officer may deliver or mail this Financing Statement after Recording to:

Secured Party: CHRYSLER FIRST WHOLESALE CREDIT INC.
17542 E. 17th Street Suite #420
Tustin, CA 92680

Description of collateral covered by original financing statement.
This financing statement covers the following types (or items) of property:

All of Debtor's inventory, equipment, accounts, contract rights (including but not limited to any purchase and rental agreements), chattel paper, documents and general intangibles, of whatever kind or nature, wherever located, now owned or hereafter aquired, and all returns, reposessions, substitutions, replacements, parts, additions and accessions, thereto and thereof, and all proceeds (including but not limited to cash, instruments, chattel paper, general intangibles and accounts) and products thereof.

RECORD FEE 11.00
POSTAGE .50
#009030 5777 R01 T10:41

Check if covered: Proceeds of Collateral are also covered

08/12/87
38

11/50

The underlying secured transaction or transactions being publicized by this Financing Statement are not wholly or partially subject to the recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland, 1962 suppl., as amended.

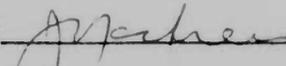
DEBTOR

SECURED PARTY

Military Rent-All, Inc.
(TYPE TRADE NAME OF DEBTOR)

CHRYSLER FIRST WHOLESALE CREDIT INC.

(L. S.)  Pres. Sec't

By: 

James Nachreiner, Region Credit Mgr.
(TYPE NAME AND TITLE)

Robert Feinstein, President
(TYPE NAME AND TITLE)



"NOT SUBJECT TO RECORDATION TAX"

BOOK 515 PAGE 531

STATE OF MARYLAND

"NOT SUBJECT TO RECORDATION TAX"

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 243614

RECORDED IN LIBER 452 FOLIO 249 ON Aug. 4, 1982 (DATE)

1. DEBTOR

Name Trans-American Leasing Corp.
Address The Safety Bldg. Suite 200B, 407 Crain Hgwy, Glen Burnie, MD 21061

2. SECURED PARTY

Name KEY Capital Corp.
Address 504 Totten Pond Rd. Waltham, MA 02254

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

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input checked="" type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>	<p>RECORD FEE 10.00 .50</p>	
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>		
				<p>#104 09/12/87 CK</p>

Dated April 30, 1987

Daine C. Retzky
(Signature of Secured Party)
Daine C. Retzky
Type or Print Above Name on Above Line

10.50

Anne Arundel County

203007

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 \$46,000.00

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

Name of Debtor

Address

GeoBase, Inc.

1728 Reynolds St. RECORD FEE 11.00
Crofton, MD 21114 RECORD TAX 322.00

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

POSTAGE .50

#009070 0777 R01 T10+48

to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

09/12/97

3. This Financing Statement covers the following types (or items) of property (the collateral):

- 1- C 769509 Model DF 8111 - Ford 555B Tractor-Loader-Backhoe
- 1- Model 818 - 24" Heavy Duty Bucket
- 1- 6-79005 - Lowe auger, Model 3300 with hex. shafts, 60" extension 12", 18", 30", and 36" augers and 12 extra teeth.
- 1- 91796D0 - Model 10305 - Centreville 1030 9 Ton Trailer.

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).

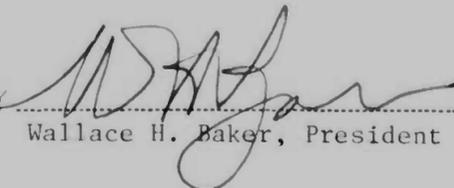
5. XXX Proceeds) of the collateral are also specifically covered.
.....Products)

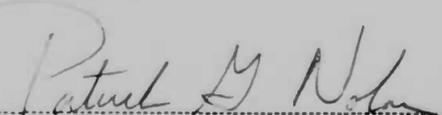
Debtor

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.

11/3/97

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 515 PAGE 533
Identifying File No. 200903

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 4539.95

If this statement is to be recorded in land records check here.

This financing statement Dated 06-26-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CRAIG J. HUCH
Address 1340 PASSAGE DR ODENTON, MD. 21113

2. SECURED PARTY

Name	AVCO FINANCIAL SERVICE	RECORD FEE	11.00
Address	P.O. BOX 997 GLEN BURNIE, MD. 21051	RECORD TAX	35.00
		POSTAGE	.50

Person And Address To Whom Statement Is To Be Returned If Different From Above #009750 0777 R01 711:24

3. Maturity date of obligation (if any) 06-27-90 08/12/87

4. This financing statement covers the following types (or items) of property: (list)

BINOC, CAM EQP, CAMP EQP, EXCR EQP, WD ETR, LWN MWR, MUSIC EQP, FISH EQP, SNO SKI, TPE PLYR/RCDR, TV, HD TLS

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)

C. J. Huch
(Signature of Debtor)

CRAIG J. HUCH
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

David M Butler
(Signature of Secured Party)

DAVID M. BUTLER

Type or Print Above Signature on Above Line

11 3 90

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 515, Page 534 200000

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1873.70

If this statement is to be recorded in land records check here.

This financing statement Dated 05-28-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name KEVIN L. CURRY AND ROBIN CURRY
Address 1927 REECE RD FT MEADE MD 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES RECORD FEE 12.00
Address P.O. BOX 997 GLEN BURNIE MD 21061 RECORD TAX 14.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above 0360 0777 R01 T11425

3. Maturity date of obligation (if any) 12-07-89 08/12/87

4. This financing statement covers the following types (or items) of property: (list)

STEREO EQP, TV, VCR

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)

Kevin L. Curry (Signature of Debtor)
KEVIN L. CURRY
Type or Print Above Name on Above Line

Robin J. Curry (Signature of Debtor)
ROBIN CURRY
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

12/14/80

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

203010
 BOOK 515 PAGE 535

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1211.83

If this statement is to be recorded in land records check here.

This financing statement Dated 06-22-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CHRISTINE PETRELLA
 Address 629 ECHO COVE DRIVE CROWNSVILLE MD 21032

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
 Address P.O. BOX 997 GLEN BURNIE MD 21061

RECORD FEE 11.00

RECORD TAX 10.50

POSTAGE .50

#009370 0777 P01 711425

Person And Address To Whom Statement is To Be Returned If Different From Above.

08/12/87

3. Maturity date of obligation (if any) 12-25-88

4. This financing statement covers the following types (or items) of property: (list)
 EXCR EQP, HM COMP, TV

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)

Christine E. Petrella
 (Signature of Debtor)

CHRISTINE PETRELLA
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

David M. Butler
 (Signature of Secured Party)

DAVID M. BUTLER

Type or Print Above Signature on Above Line

11 153 50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 515 PAGE 538
 Identifying File No. 209011

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2243.02

If this statement is to be recorded in land records check here.

File # 13148

This financing statement Dated 6-24-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name keith a scott
 Address 19 cedar dr glen burnie md 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
 Address 7164-D E FURNACE BRANCH RD 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) 6-27-90
4. This financing statement covers the following types (or items) of property: (list)

CAMP EQP
 FIREARMS
 3 WHEELER
 MTRCYC
 STEREO EQP
 TV
 VCR

Name and address of Assignee	RECORD FEE	11.00
	RECORD TAX	17.50
	POSTAGE	.50

#007380 0777 R01 711:25

08/12/87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Keith A Scott
 (Signature of Debtor)
 KEITH A SCOTT
 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

11-1710-50

STATE OF MARYLAND

BOOK 515 PAGE 537
200012
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. \$ 3574.37

If this statement is to be recorded in land records check here.

This financing statement Dated JUNE 30, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PANIS E SCOTT
Address 7813-K WINDBORNE DR GLEN BURNIE, MD. 21051

2. SECURED PARTY

Name AVCO FINANCIAL SERVICE
Address PO BOX 937 GLEN BURNIE, MD. 21051

Person And Address To Whom Statement is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 7/1/90

4. This financing statement covers the following types (or items) of property: (list)

LWN MWR, RADIO, STEREO EQP, TV, VCR

Name and address of Assignee	
RECORD FEE	11.00
RECORD TAX	28.00
POSTAGE	.50
#009390 0777 R01 T11#26	

08/12/87

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)

Panis E Scott
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Joyce M Raley
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11-28
50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK **515** PAGE **538**
 Identifying File No. **200013**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1,500.00

If this statement is to be recorded in land records check here.

This financing statement Dated 6-22-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WILLIE B. AND ROXANNE M. THOMPSON
 Address 940 JOHNSON LANE CROFTSVILLE, MD. 21114

2. SECURED PARTY

Name AVIC FINANCIAL SERVICE
 Address PO BOX 997 GLEN BURNAL, MD. 21001

RECORD FEE 10.00
 RECORD TAX 14.00
 POSTAGE .50
 4009400 0777 R01 T11126
 08/12/87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 6-25-94

4. This financing statement covers the following types (or items) of property: (list)

HM COMP
 TRAIL BIKE
 TV
 VCR

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)

Willie B Thompson
 (Signature of Debtor)
WILLIE B THOMPSON

Type or Print Above Name on Above Line

Roxanne M Thompson
 (Signature of Debtor)
ROXANNE M THOMPSON

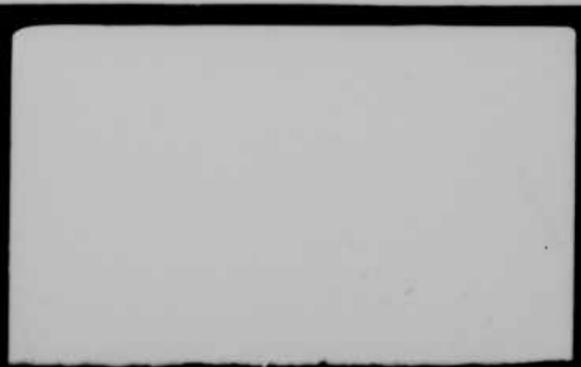
Type or Print Above Signature on Above Line

Mary K Bryant
 (Signature of Secured Party)

MARY K BRYANT

Type or Print Above Signature on Above Line

10 14 90



STATE OF MARYLAND

BOOK 515 PAGE 539

FINANCING STATEMENT FORM UCC 1

Identifying File No. 200011

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1074.97

If this statement is to be recorded in land records check here.

Folio # 1300

This financing statement Dated 9-10-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name XXXX MILDRED M. AND THOMAS E. MARTIN
Address 301 GATEWAY CRT UNIT GLEN BURNE, MD. 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICE RECORD FEE 12.00
Address PO BOX 977 GLEN BURNE, MD. 21061 RECORD TAX 14.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above.

2007410 0777 R01 T11:27
09/12/87
SA

3. Maturity date of obligation (if any) 9-17-90

4. This financing statement covers the following types (or items) of property: (list)

- ANS MAC
CAR EOP
EXCR EQP
CBSTE/PLYR
SPKR
TRNTBL
VCR
VDO GAMES

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)

1300
1400
D

Mildred M Martin
(Signature of Debtor)
MILDRED M MARTIN
Type or Print Above Name on Above Line

Thomas E Martin
(Signature of Debtor)
THOMAS E MARTIN
Type or Print Above Signature on Above Line

Mari K Bryant
(Signature of Secured Party)
MARI K BRYANT
Type or Print Above Signature on Above Line



STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

800 515 FILE 540
 Identifying File No. 200015

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1874.97

If this statement is to be recorded in land records check here.

This financing statement Dated 6-29-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PUAL SCHWARTZ
 Address KIMBERLY SCHWARTZ 119 WASRWICHSHIRE LANE

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES GLEN BURNIE MD 21061
 Address po box 997 glen burnie md 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 7-1-90

4. This financing statement covers the following types (or items) of property: (list)

CAM EQUIP, CAM LENSES, EXCER EQUIP, VCR LIVE ROOM AND DINETTE

Name and address of Assignee	
RECORD FEE	12.00
RECORD TAX	14.00
POSTAGE	.50
#009420 0777 R01 T11427	
08/12/87	

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)

Paul M. Schwartz
 PAUL M. SCHWARTZ (Debtor)

Type or Print Above Name on Above Line

Kimberly Schwartz
 KIMBERLY SCHWARTZ (Signature of Debtor)

Type or Print Above Signature on Above Line

Joyce M. Raley
 (Signature of Secured Party)

Type or Print Above Signature on Above Line

1450

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK **515** PAGE **541**
 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. \$ **2752.80**

If this statement is to be recorded in land records check here.

This financing statement Dated **06-17-87** is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name **WARREN L. ROBERTSON**
 Address **424 SECLUDED POST GLEN BURNIE MD 21061**

2. SECURED PARTY

Name **AVCO FINANCIAL SERVICES**
 Address **P.O. BOX 997 GLEN BURNIE MD 21061**

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) **06-23-90**

4. This financing statement covers the following types (or items) of property: (list)

JEWEL, STEREO EQP, TV, VCR, QUEEN BED, PANAL HEADBOARD

RECORD FEE	11.00
RECORD TAX	21.00
POSTAGE	.50
#009430 1777 R01 11:28	
08/12/87	

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)

Warren L. Robertson
 (Signature of Debtor)

WARREN L. ROBERTSON
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

David M. Butler
 (Signature of Secured Party)

DAVID M. BUTLER

Type or Print Above Signature on Above Line

111
211
50



STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK **515** PAGE **542**
 Identifying File No. **880027**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1222.23

If this statement is to be recorded in land records check here.

This financing statement Dated 06-18-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EVA M. THOMAS
 Address 1227 INDIAN BRIDING RD. HAGERSTOWN, MD. 21133

2. SECURED PARTY

Name AICO FINANCIAL SERVICE
 Address PO BOX 77 JENKINS, MD. 21131

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 06-24-90

4. This financing statement covers the following types (or items) of property: (list)

CAM, LWN MWR, PIANO, CSSTE, PLYR/RCDR, TYPWTR, VCR

Name and address of Assignee	
RECORD FEE	11.00
RECORD TAX	28.00
POSTAGE	.50
8009440 0777 P01 T11:29	
08/12/87	

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)

Eva M. Thomas
 (Signature of Debtor)

EVA M. THOMAS
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

David M. Butler
 (Signature of Secured Party)

DAVID M. BUTLER
 Type or Print Above Signature on Above Line

28-50



STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 515 PAGE 543
Identifying File No. 203023

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2188.84

If this statement is to be recorded in land records check here.

This financing statement Dated 06-15-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GEORGE BROOKS, SR.

Address 3536-A MCWHORTER CRT FT MEADE MD 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997 GLEN BURNIE MD 21061

RECORD FEE 11.00

RECORD TAX 17.50

POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above.

#009450 0777 R01 T11:29

3. Maturity date of obligation (if any) 12-25-88

08/12/87

4. This financing statement covers the following types (or items) of property: (list)

CAMP EQP, FIREARMS, GRDN EQP, LWN MWR, FISH EQP, STEREO EQP, RECVR, SPKR, TV, VCR

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)

George Brooks Sr.
(Signature of Debtor)

GEORGE BROOKS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

David M. Butler
(Signature of Secured Party)

DAVID M. BUTLER
Type or Print Above Signature on Above Line

11/17/80
50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 515 PAGE 544
Identifying File No. 200019

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3211.60

If this statement is to be recorded in land records check here.

This financing statement Dated 06-04-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JAMES A. RICKER AND PATRICIA
Address 7575 CEDAR DR PARADENA, MD. 21120

2. SECURED PARTY

Name AVCO FINANCIAL SERVICE
Address PO BOX 997 GLEN BURNIE, MD. 21051

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) JUNE 15, 1990

4. This financing statement covers the following types (or items) of property: (list)
STEREO EQP, TV, VCR, CHN SW

RECORD FEE 12.00

Name and address of Assuree
RECORD TAX 24.50
POSTAGE .50

#009450 0777 R01 T11431

08/12/87

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)

James A. Ricker
(Signature of Debtor)

JAMES A. RICKER
Type or Print Above Name on Above Line

Patricia Ricker
(Signature of Debtor)

PATRICIA RICKER
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

12-04-87
DWD
CS

STATE OF MARYLAND

FINANCING STATEMENT BOOK FORM UCC-1 **515** PAGE **545** Identifying File No. **209020**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1577.94

If this statement is to be recorded in land records check here.

This financing statement Dated JUNE 23, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RANDALL H. BURDIN

Address 7342-D BROWNELL RD. FT MEADE, MD. 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICE

Address PO BOX 997 GLEN BURNIE, MD. 21051

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 12-26-89

4. This financing statement covers the following types (or items) of property: (list)

2 SONY 20" TV'S, SONY 25" CONSOLE TV, WARD'S 25" STEREO TV

Name and address of Assignee	
RECORD FEE	11.00
RECORD TAX	14.00
POSTAGE	.50
#009470 0777 R01 T11431	
09/12/87	

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)

Randall H. Burdin
(Signature of Debtor)

RANDALL H. BURDIN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

David M. Butler
(Signature of Secured Party)

DAVID M. BUTLER
Type or Print Above Signature on Above Line

11/2/80

FINANCING STATEMENT FORM UCC-1

Identifying File No. 200001

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 13198

If this statement is to be recorded in land records check here.

This financing statement Dated JULY 11, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File 13198

1. DEBTOR

Name DARLENE WOODSON & EDWARD JOHNSON

Address 315 SYWATER RD ANNAPOLIS, MD. 21401

2. SECURED PARTY

Name WFO FINANCIAL SERVICE

Address PO BOX 497 FLEM BURNER, MD. 21001

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 7-24-90

4. This financing statement covers the following types (or items) of property: (list)

SAVINGS, PUDR, SRN, STEREO EQP

Name and address of Assignee

RECORD FEE 12.00

RECORD TAX 24.50

POSTAGE .50

#009480 0777 R01 T11431

08/12/87

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)

Darlene Woodson (Signature of Debtor)

Edward Johnson Jr. (Signature of Debtor)

Rayce Raley (Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

10/20/87

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 19,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated JULY 15, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File # 13187

1. DEBTOR

Name EDITH E. AND WILLIAM SHANNON
Address 105 210M ST PASADENA, MD. 21122

2. SECURED PARTY

Name AVCO FINANCIAL SERVICE
Address PO BOX 317 ELLEN BURNIE, MDX 21051

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 7/23/90

4. This financing statement covers the following types (or items) of property: (list)

LWA MAR, LWA EDGER, IV, FOR DISCUPLYN

Name and address of Assignee

RECORD FEE 12.00

RECORD TAX 35.00

POSTAGE .50

#009490 0777 R01 T11432

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

08/12/87

(If collateral is goods which are or are to become fixtures) The above 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 Shannon
(Signature of Debtor)

E
Type or Print Above Name on Above Line
Edith E Shannon
(Signature of Debtor)

Type or Print Above Signature on Above Line

Joyce Bailey
(Signature of Secured Party)

Type or Print Above Signature on Above Line

12/31/80

FINANCING STATEMENT FORM UCC-1

Identifying File No. 209023

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1,174.25

If this statement is to be recorded in land records check here.

This financing statement Dated JULY 11, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FREDERICK W. TUCKER
Address DELTA CO TOWN AND BLDG 35 FT MEADE MD 20755

2. SECURED PARTY

Name WCO FINANCIAL SERVICE
Address PO BOX 497 GLEN BURNIE, MD. 21051

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 07-15-93

4. This financing statement covers the following types (or items) of property: (list)

GULFAR, STEREO EQP, TV, VCR DISCPLAYER,

Table with 2 columns: Name and address of Assignee, Amount. Includes RECORD FEE 11.00, RECORD TAX 14.00, POSTAGE .50, #009500 0777 R01 T11:32, 08/12/87

CHECK [X] THE LINES WHICH APPLY

- 5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
[] (Proceeds of collateral are also covered)
[] (Products of collateral are also covered)

Handwritten signature of Fredrick W. Tucker
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Handwritten signature of Jayce Raley
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Handwritten note: 11/24-50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 200021

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 7-10-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File 13171

1. DEBTOR

Name DAVID A. EASTER
Address 1430-B SILVERLEAF CRT GLEN BURNIE, MD. 21051

2. SECURED PARTY

Name AVCO FINANCIAL SERVICE
Address PJ BOX 497 GLEN BURNIE, MD. 21051

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 7-10-90

4. This financing statement covers the following types (or items) of property: (list)

Stamp Coll, Firearms, Hunt Equip,
Fish Equip, Stereo Equip,
TV, VCR

Name and address of Assignee

RECORD FEE 11.00
RECORD TAX 24.50
POSTAGE .50

#009510 0777 R01 T11+33

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

08/12/87

(If collateral is goods which are or are to become fixtures) The above 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 A. Easter
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Joyce M. Raley
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11-2450

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 515 PAGE 550
 Identifying File No. 2009125

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1017.73

If this statement is to be recorded in land records check here.

This financing statement Dated June 18 87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name VERGLEN B. MACK
 Address 2711 SPZELMAN RD BALTIMORE, MD. 21225

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
 Address PO BOX 487 GLEN BURNIE, MD 21051

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) June 23, 1990

4. This financing statement covers the following types (or items) of property: (list)

BIKES, CAR EQP, JEWEL, STEREO EQP, TV

Name and address of Assinee

RECORD FEE 11.00

RECORD TAX 28.00

POSTAGE .50

#009520 0777 R01 T11+33

09/12/87

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)

Virginia B Mack
 (Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Joyce M. Raley
 (Signature of Secured Party)

Type or Print Above Signature on Above Line

11/28/87
 50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 200020

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 187520

If this statement is to be recorded in land records check here.

This financing statement Dated JUNE 13, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JOAN FUHRMANNECK
Address 507 STANHOPE DR GLEN BURNIE, MD. 21051

2. SECURED PARTY

Name AVCO FINANCIAL SERVICE
Address PO BOX 997 GLEN BURNIE MD. 21051

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

BIKE TYPWR
BINOC, MCROSCP, TELSCP VCR/DISCP/PLR
CAM EQP
CAMP EQP
CN/STMP COLLECT
EXCR. EQP
RADIO
FISHEQP
SSERDO EQP
SPKR
TV
TYPWR (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

Name and address of Assessor	RECORD FEE	17.00
	RECORD TAX	14.00
	POSTAGE	.50
#009530 0777 R01 T11433		

08/12/87

CHECK THE LINES WHICH APPLY

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Joan Fuhrmanneck
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Joyce Raley
(Signature of Secured Party)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

11-14-80

FINANCING STATEMENT FORM UCC-1

Identifying File No. 200027

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3517.46

If this statement is to be recorded in land records check here.

This financing statement Dated JUNE 22, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FRANKLIN R. AND WANDA G GIVENS
Address 8016 D LESLIE RD FT MEADE, MD 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICE
Address PO BOX 997 GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 6/25/90

4. This financing statement covers the following types (or items) of property: (list)

ANS MAG, BOAT, CAM EQP, CAM LENSES, EXCR EQP, FIREARMS, WD ETR, LWN MWR, JEWEL, RADIO, STEREO EQP, TV, VCR DISCPYR, HD TBS, ENCYCLOPEDIA, LIBRARY, MAGAZINE COLLECTION.

Name and address of Assignee

RECORD FEE 13.00

RECORD TAX 28.00

POSTAGE .50

#009540 0777 R01 T11:34

08/12/87

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)

Franklin R Givens
(Signature of Debtor)

Type or Print Above Name on Above Line

Wanda G Givens
(Signature of Debtor)

Type or Print Above Signature on Above Line

Joyce Paley
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Handwritten notes: 1-28, 1-28, 50

STATE OF MARYLAND

BOOK 515 PAGE 553

203023

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. \$ 2112.00

If this statement is to be recorded in land records check here.

This financing statement Dated 0812 17, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ROBERT W. AND ARRY D. JOHNS

Address 211 DONALDSON AVE. SEVERN, MD. 21144

2. SECURED PARTY

Name WFSO FINANCIAL SERVICE

Address PO BOX 111 FLEM BURG, MD. 21031

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 2-23-90

4. This financing statement covers the following types (or items) of property: (list)

TRUCK EXP. STEREO EXP. TV FOR DISCPLTR

Name and address of Assignee	
RECORD FEE	12.00
RECORD TAX	17.50
POSTAGE	.50
#009550 0777 R01 T11:34	
08/12/87	
SH	

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Robert W. Johns
(Signature of Debtor)

Type or Print Above Name on Above Line

Mary D. Johns
(Signature of Debtor)

Type or Print Above Signature on Above Line

Fayee M. Haley
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1-20
212
-50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2854.75 If this statement is to be recorded in land records check here.

This financing statement Dated MAY 22, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR
 Name ROBERT J. AND PAULA WILSON
 Address 118 WALLACE AVE. BALTIMORE, MD. 21225

2. SECURED PARTY
 Name AVCO FINANCIAL SERVICE
 Address PO BOX 937 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) 6/12/90

4. This financing statement covers the following types (or items) of property: (list)
BOAT, EXOR. EOP, CSSTE, PLYR BOBR, SPKR
TV VCR DISC PLR.

Name and address of Assignee

RECORD FEE 12.00
 RECORD TAX 21.00
 POSTAGE .50
 #009560 0777 R01 T11:36

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) 08/12/87
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

1-02150

Robert J. Wilson
 (Signature of Debtor)

Type or Print Above Name on Above Line
Paula K. Wilson
 (Signature of Debtor)

Type or Print Above Signature on Above Line

Joyce M. Raley
 (Signature of Secured Party)

Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 200000

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3517.35

If this statement is to be recorded in land records check here. []

This financing statement Dated JUNE 2, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MARTIN J. AND WILDA N. JOHNSON

Address 1854 PLEASANTVILLE DR GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICE

Address PO BOX 227 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) 6-15-90

4. This financing statement covers the following types (or items) of property: (list)

ANS. MAC., ART. CAM EOP, FIREARMS, WD ETR, LWN EDGES, JWSL, RADIO, STEREO, EOP, SPKR, TV, VCR, DISCPLY, DRL DRL PRS, HD TUS.

Name and address of Assignee	
	RECORD FEE 12.00
	RECORD TAX 28.00
	POSTAGE .50
	0009570 0777 R01 T11+36

CHECK [X] THE LINES WHICH APPLY

6. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[] (Proceeds of collateral are also covered)

[] (Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

Wilda N. Johnson

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jayce M. Riley

(Signature of Secured Party)

Type or Print Above Signature on Above Line

08/12/87

CP

12-28 50

STATE OF MARYLAND

BOOK 515 PAGE 556 200001

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1812.19

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 JAMES M. MARLETT

Address 5620 CARROLL ST CHURCHTON MD 20733

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997 GLEN BURNIE MD 21061

RECORD FEE 11.00

RECORD TAX 14.00

POSTAGE .50

#009590 0277 R01 T1141

Person And Address To Whom Statement Is To Be Returned If Different From Above.

05/12/87

3. Maturity date of obligation (if any) 05-09-89

4. This financing statement covers the following types (or items) of property: (list)

cn/ strip collect
hntg eqp

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)

James M. Marlett, Jr.
(Signature of Debtor)

JAMES M MARLETT

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

David M Butler

(Signature of Secured Party)

DAVID M BUTLER

Type or Print Above Signature on Above Line

11- 14 - SU

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. \$ 4078.22

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 GENE COLLINS
Address 408 HILLVIEW DR #304 LINTHICUM MD 21090

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES RECORD FEE 12.00
Address P.O. BOX 997 GLEN BURNIE MD 21061 RECORD TAX 31.50
POSTAGE .50

31.50

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) 05-11-90 08/12/87

4. This financing statement covers the following types (or items) of property: (list)

FIREARMS
TV (3)

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 to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

RECORDATION TAX PAID
OFFICE OF FINANCE
PRINCE GEORGES COUNTY, MD.

1700
05/18
DS

Gene Collins
(Signature of Debtor)
GENE COLLINS

Type or Print Above Name on Above Line
Donna L. Collins
(Signature of Debtor)
DONNA L. COLLINS
Type or Print Above Signature on Above Line

DAVID M. BUTLER
TREASURY DIVISION
5306 TAX REC 19.80
Type or Print Above Signature on Above Line

STATE OF MARYLAND BOOK 515 FILE 558

FINANCING STATEMENT FORM UCC-1 Identifying File No. 200003

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3500.00

If this statement is to be recorded in land records check here.

This financing statement Dated 10.17.90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RAY M. AND SUSAN DOVE
 Address PO BOX 1000 SEVERNA PARK, MD. 21154

2. SECURED PARTY

Name ABC FINANCIAL SERVICE
 Address PO BOX 111 MENARD, MD. 21091

RECORD FEE 12.00
 RECORD TAX 35.00
 POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) 07-20-90

#009620 0777 R01 T11:44

4. This financing statement covers the following types (or items) of property: (list)

08/12/87

BIKE, CAM EQP, CAM(LENSES), LWN MWR, LWN EDGER, JEWEL, STEREO EQP

Name and address of Assignee

RECORD FEE 12.00
 RECORD TAX 35.00
 POSTAGE .50
 POSTAGE .50

#009610 0777 R01 T11:43

08/12/87

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)

Ray M. Dove III
 (Signature of Debtor)

RAY M. DOVE III
 Type or Print Above Name on Above Line

Susan Dove
 (Signature of Debtor)

SUSAN DOVE
 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

10
 35.50

200002 475

BOOK 515 PAGE 559

RECORD FEE 17.00
POSTAGE .50
#007020 C237 R02 T13:24
08/12/87

To be filed in the Financing Statement Records of Anne Arundel County

This appropriate amount of recordation tax (if any) is affixed to a Deed of Trust in the principal sum of \$1,400,000.00, recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

FINANCING STATEMENT

- | | |
|--|--|
| 1. <u>DEBTOR:</u> | <u>ADDRESS:</u> |
| BRADLEY INVESTMENTS, LTD.
A Virginia Corporation
<i>Maryland</i> | c/o M B C Realty, Ltd.
1011 Court Street
Lynchburg, Virginia 24504 |
| 2. <u>SECURED PARTY:</u> | <u>ADDRESS:</u> |
| CHARLES C. REEDER | 1291 Magothy Road
Pasadena, Maryland 21122 |

3. This Financing Statement Covers:

(a) all building 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, HVAC equipment, carpeting, 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 land 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 ever used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights, general intangibles, chattel

1750

paper, documents and instruments including but not limited to licenses, options, permits, public works agreements, bonds, deposits and payments or refunds of any premiums, charges or fees of and from the herein described property or any part thereof; and

(e) 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 hereafter 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.

4. The aforesaid terms are included as security in a Deed of Trust of even date herewith given by Debtor to Neil S. Kurlander and Harry C. Blumenthal, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by Debtor to Secured Party and deemed by said Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of all collateral are covered hereunder.
6. The real estate is those parcels owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

Dated: ~~April~~ ^{July 16}, ~~1986~~ ¹⁹⁸⁷

DEBTOR: BRADLEY INVESTMENTS, LTD.

By: Robert A. Conner
Robert A. Conner
Vice President

EXHIBIT "A"

BOOK 515 PAGE 581

Beginning for the same at a point on the boundary line of the Charles C. Reeder property and Ulmstead Garden section two as recorded among the land records of Anne Arundel County, Maryland, in plat book 82, folio 16, at the Eastern right-of-way line of Forked Creek Road as laid out on the proposed plat of Cool Springs, section I, phase II, prepared by Development Facilitators, Inc., dated January, 1986, and leaving said point as established and running with the boundary line of the Reeder property and Ulmstead Gardens, section two, S 85° 52' 03" E 681.50', thence leaving Ulmstead Gardens boundary, and containing with the Reeder outline N 47° 11' 22" E 50.00', thence leaving said outline and running thence for a line of division the following two (2) courses and distances to the South side of the flood plain as shown on said proposed plat. N 49° 36' 06" W 184.74' and N 40° 25' 01" E 59.41', thence continuing with said South side of the flood plain and the line of division, the following 33 courses and distances;

- N 38° 19' 51" W 133.22'
- N 73° 06' 05" W 30.36'
- N 89° 18' 38" W 111.02'
- N 63° 04' 24" W 110.00'
- N 79° 19' 24" W 100.00'
- S 85° 40' 36" W 96.00'
- S 53° 25' 36" W 37.00'
- S 24° 25' 36" W 41.00'
- N 45° 34' 24" W 44.00'
- N 87° 34' 24" W 73.00'
- N 42° 34' 24" W 116.00'
- N 28° 04' 24" W 37.00'
- N 11° 25' 36" E 53.00'
- N 66° 04' 24" W 11.00'
- S 56° 25' 36" W 54.00'
- N 62° 04' 24" W 23.00'
- N 26° 25' 36" E 32.00'
- N 22° 04' 24" W 75.00'
- N 35° 34' 24" W 40.00'
- N 58° 34' 24" W 155.00'
- N 80° 04' 24" W 53.00'
- N 39° 34' 24" W 38.00'
- N 23° 19' 24" W 60.00'
- N 50° 49' 24" W 61.00'
- N 39° 49' 24" W 60.00'
- N 48° 49' 24" W 145.00'
- N 18° 49' 24" W 65.00'
- N 40° 19' 24" W 52.00'
- N 78° 49' 24" W 36.00'
- N 03° 55' 36" E 45.00'
- N 78° 04' 24" W 13.00'
- S 62° 55' 36" W 30.00'
- S 87° 25' 36" W 65.96'

thence running with said outline the following 28 courses and distances

- S 38° 08' 13" W 17.07'

N 70° 33' 54" W 114.54'
 N 37° 36' 46" W 124.54'
 N 66° 13' 06" W 81.96'
 N 32° 40' 42" W 97.04'
 S 89° 40' 37" W 96.20'
 N 55° 11' 20" W 36.32'
 S 67° 20' 49" W 32.44'
 S 23° 04' 51" W 28.35'
 S 17° 45' 25" W 51.94'
 S 34° 20' 29" E 175.40'
 S 06° 48' 32" E 79.72'
 S 16° 53' 14" W 121.17'
 S 43° 04' 31" W 108.51'
 S 61° 12' 57" W 102.96'
 S 71° 50' 08" W 63.25'
 S 52° 28' 46" W 58.11'
 S 05° 27' 32" E 23.18'
 S 06° 15' 44" W 98.73'
 S 10° 14' 01" E 15.49'
 S 26° 56' 39" E 41.48'
 S 69° 54' 40" E 21.38'
 S 55° 12' 40" E 31.91'
 S 52° 06' 47" E 42.37'
 S 11° 35' 11" W 21.81'
 S 37° 50' 58" W 17.33'
 S 14° 13' 10" E 24.12'
 S 25° 35' 36" W 20.90'

thence leaving said outline for a line of division S 19° 57' 47" W 346.07' to the aforesaid boundary lines of Ulmstead Gardens, section plat one and two and running with said boundary line S 86° 30' 32" E 1617.76' to place of beginning.

Containing 33.47 acres of land more or less and intending to be all the lots, roadbeds, recreation area and the flood plain West of lot 15 as shown on the certain plats entitled Ulmstead Cove Section-1 an Adult Community as recorded among the Land Records of Anne Arundel County in Plat Book 106, pages 9-11.

Grantor reserves the right to discharge storm water and/or to undertake sedimentation controls and/or storm water management procedures in the flood plain of the above-described property which abuts the property retained by the Grantor, provided that all governmental approvals are obtained and provided that the Grantee incurs no expense thereby.

BEING the same property conveyed unto BRADLEY INVESTMENTS, LTD. by Deed dated July 16, 1987, from Charles C. Reeder and recorded or intended to be recorded in the Land Records of Anne Arundel County, Maryland.

SAVING AND EXCEPTING therefrom Lots 31 and 32, Ulmstead Cove, Section-1, as recorded among the Land Records of Anne Arundel County in Plat Book 106, pages 9-11.



800 515 563

209035

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: RECORD FEE 11.00
POSTAGE .50
 SDAT #007580 D237 R02 T08:37
 Montgomery County 08/13/97
 Prince George's County
 Other Anne Arundel County

NAME	ADDRESS		
1. Debtor(s)	Street	City	State
Vintage Enterprises, Inc.	2903 Mountain Rd.	Pasadena, Md.	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.

Debtor(s) or Assignor(s)

Secured Party: SOVRAN BANK/MARYLAND

Vintage Enterprises, Inc.

By: Michael T. Cavey

By: Joel I. Lisman, President

Type Name Michael T. Cavey

By: Thomas Phelps, Vice President

Title Assistant Vice President

Type or Print Name and Title of Each Signature

BOOK 515 PAGE 504

SCHEDULE A

All of the rights and interest in and under a lease dated September 29, 1985
by and between debtor and Richad Friedberg (Lessor).

209036

FINANCING STATEMENT

(To Be Used For Direct Loans And Where The Collateral Is Not Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Acro Liberty, Inc., Ronald J. Welsh and Carol A. Welsh
(Name or Names—Last Name First)
3237 Magnolia Avenue, Baltimore, MD 21227
(Address)

2. SECURED PARTY: THE BANK OF GLEN BURNIE
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

3. This Financing Statement covers the following types (or items) of property:
All of the Debtors' general intangibles (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof. All of the Debtors' accounts or accounts receivable.
All of the Debtors' equipment and fixtures, both now owned and hereafter acquired, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor, and all cash and non-cash proceeds and products thereof.
All of the Debtors' equipment and fixtures described in Exhibit A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor, and all cash and non-cash proceeds and products thereof.

RECORD FEE 48.00
POSTAGE .50
#007590 0237 R02 T08:43
08/13/87

4. Proceeds of collateral are covered hereunder: YES NO
5. Products of collateral are covered hereunder: YES NO
6. This transaction (is) ~~(XXXXXX)~~ exempt from the Recordation Tax.
7. The principal amount of the debt initially incurred is: \$135,000.00

8. Filed with: Clerk of the Circuit Court, Anne Arundel County
9. RETURN TO: THE BANK OF GLEN BURNIE, 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061
Dated this 2nd day of July, 1987

DEBTOR: Acro Liberty, Inc.
By: Ronald J. Welsh
Ronald J. Welsh, Pres.(Title)
SECURED PARTY: THE BANK OF GLEN BURNIE
By: Earl G. Walter
Earl G. Walter (Title)
Executive Vice President
Ronald J. Welsh and Carol A. Welsh, Individually

FOR FILING OFFICER USE
File No. _____ Date and Hour of Filing _____
Record Reference _____

4-00
7-0-87

EXHIBIT A

BOOK 515 PAGE 588

PRINTING EQUIPMENT

Folder: Baum Model #3 PAR 20 x 26, Series 600, Serial No. MB 3-141 and portable unit, Model #RA 3 - 20 x 26, Series 600, Serial No. MB 3-142

Stitchers: Acme Interlake, Elstapler 101, Serial No. 5613
Bostitch Textron, Model EHF S64, Serial No. 19361
Bostitch wire Stitchers, Model #7 (2) [non-usable]

Plate Burner: Nu-Arc, Model #FT 26NS, Serial No. 86K682

Offset Duplicator: A. B. Dick 350 Offset Press, Serial No. 529022
A. B. Dick 350 Offset Press, Serial No. 73430
A. B. Dick H 360 Offset Press, Serial No. 001584
A. B. Dick H 360 Offset Press, Serial No. 9630
A. B. Dick H 3564 Spray Attachment, Serial No. 81554
A. B. Dick T-51 Two Color Head, Serial No. 862677 ACA

Letterpress: Heidelberg, 10 x 15 #1311042, Serial No. 1311042
Cutter: Challenge 26" Model H-A, Serial No. 11779
Plate Maker: 11 x 17 Platemaster, Project-A-Lith, 78550-02, Serial No. 1806
Polychrome Plate Processor: Model No. FT26NS, Serial No. 86K-682
1 Challenge Paper Drill, Model #SP-62L, Serial No. FHC6-3FA7
1 Elliott Stencil Machine, Model 5500, Serial No. 0266
1 Elliott Stencil Preparer
1 Blue Line Printer: GAF 770 Serial No. RW 1013
1 Compugraphic Editwriter, Model 7700, Serial No. 1520
1 Compugraphic Editwriter, Model 2750, Serial No. 1106
1 Compugraphic Headliner, Model 7200, Serial No. 4
1 Bulman Wrapping Paper Roller
1 Round Sterling Corner Machine
1 Small Folder

*RAW
C. W.*

DARKROOM

- 1 Gallery Camera: Brown, Serial No. 24973, Copy Board 40 x 40, Film 24 x 24
- 1 3 Tray Darkroom Sink
- 1 Darkroom Sink with Light Table
- 1 Processor
- 1 Contact Printer
- 1 Negative Dryer
- 1 Paper Cutter
- 6 Photo Trays
- 4 Halftone Positive Screens
 - 1 at 65 line
 - 1 at 85 line
 - 1 at 100 line
 - 1 at 120 line
- 1 Gray Lab Timer
- 1 Kodak Testing Outfit
- 1 Can Film Cleaner
- 1 Fiberglass Repair Kit
- 8 Safelights
- 1 Beaker
- 2 Funnels
- 1 Squeegee
- 1 Time-O-Lite (for Contact Printer)
- 1 Double Fluorescent Tub Fixture
- 1 Single Fluorescent Tube Fixture
- 1 W. A. Brown Spectra Matic 4000 (timer)
- 1 B.T.C. Mini-Integrator
- 1 Emergency Eye Wash Station
- 1 Exhaust Fan
- 3 Filters (1 at yellow, 1 at blue, 1 at gray)

*RJW
CW*

ART SUPPLIES & BLUELINE

- 1 Ultrasonic Cleaner
- 2 Line Guides (non-usable)
- 4 Attachable Parallel Slide Rules
- 1 WK&E Autoflow Drafting Machine
- 1 Waxer Schafer #FH-606 AC115V 500W
- 1 Gallon Bestine
- 3 Cans Fixative
- 3 Cans Pounce
- 1 Box Wax
- 6 Boxes of Assorted Presstype
- 1 Vemco Drafting Arm
- 1 Roll BlackLine Paper
- 2 Rolls Paper Sepia
- 1 Roll Mylar Sepia
- 34 Rolls of Assorted BlueLine Paper
- 4 Packages of BlueLine Paper
- 1 Swingline Stapler 27
- 1 Swingline Speed Stapler
- 1 Roll Blue Acetate & Cloth
- 1 Roll Graph Matt
- 1 Roll Green Table Matt
- 1000 Laid Shetts
- 3 Rolls Scotch Brand Colored Cellaphone Tape-White #650 3M
- 2 Packages of 9 each - colored magic markers (thin)
- 4 Boxes of 12 H Staedtler/Mars Pencils
- 2 Boxes of 12 HB Staedtler/Mars Pencils
- 5 Boxes of 12 F Staedtler/Mars Pencils
- 4 Boxes of 12 K3 Staedtler/Mars Pencils
- 4 Boxes of 12 K4 Staedtler/Mars Pencils
- 4 Boxes of 12 K5 Staedtler/Mars Pencils
- 2 Boxes of 2 H Staedtler/Mars Pencils
- 7 Boxes of 12 3H Staedtler/Mars Pencils
- 1 Boxes of 12 6H Staedtler/Mars Pencils
- 4 Boxes of 12 4H Staedtler/Mars Pencils
- 1 Box of 12 Eagle Verithin White Pencils
- 1 Box of 12 Berol Verithin Green Eagle Pencils
- 1 Eagle Verithin Red Pencil (lead)
- 4 Post Abrasive Refills for Lead Pencil Sharpener
- 2 Post Abrasive Refill Cups
- 33 Staedtler/Mars Box of 12 Assorted Leads for Pencil Holder
- 7 Packages of 6 each-Eagle Turquoise Assorted Pencils (lead)
- 3 K + E Assorted Pencil Lead (approximately 20 per package)
- 15 Earser Plugs (24 per box)
- 3 Boxes of Post Drawing Pencils
- 7 K + E Leroy Drafting Pen Holders
- 30 Chartpak Assorted Rule Tapes
- 2 Packages of Lietz Elipse Templets
- 8 Assorted Rapidesign Templets
- 2 Bottles of Ink
- 2 Cans Spray Mount
- 1 Can Paint Thinner
- 1 Can Lacquer
- 2 Cans Green and Light Blue Lacquer Paint

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ART SUPPLIES & BLUELINE (continued)

50 Leroy Lettering Rule Templates Assorted Sizes and Styles
 5 Leroy Adjustable Scribes K + E
 5 Boxes Assorted Parts & Attachments for LeRoy Lettering
 1 Carrying Case for Leroy Lettering Set K + E
 2 Slotted Wooden Holders for LeRoy Lettering
 1 Book Format Type
 17 Reams Assorted Paper (8.5 x 11)
 14 Reams Assorted Paper (8.5 x 14)

INKS

3 Red Dutch Fireball
 2 Rubine Red
 3 Rhodamine Red
 2 Warm Red
 4 Emerald Canary
 2 Green
 3 Process Blue
 3 Reflex Blue
 2 Yellow
 2 Coca Brown
 1 Orange
 1 White
 1 Black
 1 Tulip Tint Blue
 1 Purple
 1 Chrome Yellow
 2 L.P. Furniture Cases

Mixed Inks

492	375	138
117	469	542
347	165	567
139	303	
123	131	

ENVELOPES

Blue - 8500
 Yellow - 6500
 Green - 3300
 White - 19000
 Pink - 8700
 Gold - 5000
 Outside Envelopes - 2200

*RAW
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FILM

BOOK 515 FILE 570

- 1 Box CPN (100 per box)
- 7/8 Box CPN (100 per box)
- 1 Box CPN (100 per box)
- 2/3 Box CPN (100 per box)
- 1/2 Box CPN (100 per box)
- 1/2 Box Q.A. Negative Film (100 per box)
- 1 Roll BL
- 1/4 Box Contact Paper

CHEMICALS

- 5 Chemical Mixing & Cleaning Buckets
- 4 Gallons of Starter Activator
- 2 Gallons Stop Bath
- 2 Gallons Offset Etch
- 1 Gallon Fountain Soup
- 5 Gallons Image Gum
- 3.5 Gallons Replenisher (922H)
- 1.5 Gallons Liquid Lith Developer (Part A)
- 1.5 Gallons Liquid Lith Developer (Part B)
- 3 Gallons Liquid Fix Concentrate (Part A)
- 80 Ounces Liquid Fix Hardener (Part B)
- 1.25 Quarts Hardener
- 1 Gallon Lith Fixer
- .5 Gallons Glacial Acid
- 2.5 Gallons CP 296 (Activator)
- 1 Gallon Developer 298
- 1 Quart Tank, Tray & System Cleaner (Concentrate A)
- 1 Quart Tank, Tray & System Cleaner (Concentrate B)
- 1 Quart Tank, Tray & System Cleaner (Concentrate C)

FOTOMER DEVELOPER

- 8 Rolls of Cotton Wipes
- 5 Gallons Alcohol
- .5 Gallons Hameolite
- 2 Gallons Rubber Rejuvenator
- 9 Quarts Camer Starter Solution
- 1.5 Quarts Offset Plate Cleaner
- .5 Quart Scratch Remover

*Raw
C 20*

TABLES

BOOK 515 PAGE 571

- 1 Light Tables, Nu-Arc, Model LT 23, Serial No. 21G65-94
- 3 Hamilton, 36 x 46, #51J2-J7143-67
- 4 Rolling Stock Tables
- 1 Typewriter Table
- 2 Parson Tables
- 19 Folding Tables
- 1 wooden Table
- 1 Plastic Top & Metal Legged Table
- 1 Desk Top Light Table
- 1 Drawing Table
- 1 3 Tiered Tea Cart
- 1 Wrapping Table
- 2 Table
- 1 Table with 2 drawers
- 1 Table (dropleaf)
- 2 Tin Tables
- 1 Wire Mesh Step Table
- 2 Small Metal Tables
- 2 Small white Tables
- 1 Large Metal Table (1 drawer)
- 1 Rolling Metal Table (folding sides)
- 2 Typing electrical Tables
- 1 Wooden Table Top
- 4 Art Tables (2 drawer compartment)
- 1 Portable Light Table
- 1 End Table
- 1 3 Tiered End Table
- 1 Tin Table with 2 shelves

DESKS

- 1 Desk (34" x 60")
- 1 7 Drawer Wooden Desk (60"L x 34"W x 30.5"H)
- 1 3 Drawer Metal Desk (45"L x 34"W x 30"H)
- 1 2 Drawer Metal Desk (55"L x 30"W 29"H)
- 1 7 Drawer Desk (60"L x 34"W x 30.5"H)
- 2 3 Drawer Desk (45"L x 34"W x 30"H)
- 1 4 Drawer Desk (45"L x 34"W x 30"H)
- 1 7 Drawer Desk with 2 Pull Out Tops (40" x 60" x 34") (2)
- 1 3 Drawer Desk with Slant Table Attached (30" x 60" x 30")
- 1 5 Drawer Tan Metal Desk (34" x 60")
- 1 Large Desk (6' x 3')

*ADW
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CHAIRS

- 1 Straight Chair - metal
- 5 Plastic Bucket Chairs
- 1 Wooden Straight Chair
- 6 chairs on Wheels, Swivel (typing)
- 2 Chairs on Wheels, Swivel with Arms (desk chairs)
- 4 Straight Chairs
- 1 Drafting Chair
- 1 Stool 17" high
- 1 Stool 30" high
- 1 Reclinger (leather)
- 2 Art Stools with padded cushions (1 with roller)
- 7 Roller Chairs, cushioned with arms
- 3 Plastic Stack Chairs
- 3 Cushioned Chairs
- 2 Roller Cushion Chairs (non-usable)
- 1 Folding Chair
- 3 Chairs with Wheels
- 1 Sofa (3 cushions)
- 1 Wooden Arm Chair
- 3 Studio Hi-Chairs (1 padded, 2 unpadded)

SHELVES

- 5 Shelving Units (36 x 12 x 60)
- 1 Shelving Unit (9' x 2' x 7')
- 3 Shelving Units (3' x 1.5' x 7')
- 1 Shelving Unit (7' x 4' x 8'3")
- 1 Shelving Unit(7' x 2' x 8'3")
- 2 Shelving Units (3' x 1'4" x 6')
- 3 Shelving Units (3' x 1.5' x 3')
- 1/2 Black Metal Shelf Bookcases (30" x 30")
- 1 Metal Rack with 7 Shelves (black) (30"L x 12" W x 60"H)
- 6 Metal Shelves (72"H x 17"D x 30"W)
- 1 Wooden Book Case 4 shelves
- 1 Bracket Wall Shelf

CABINETS

- Stencil Cabinets (2)
- 5 Drawer Paper Cabinets [stacking - 44"L x 30"D x 18.5"H] (2)
- Metal Sliding Door Cabinet (2.5')
- 5 Drawer Gray Metal File Cabinet
- 4 Drawer Metal File Cabinet (3 black, 2 gray) (Challenger & Cole) (5)
- 5 Drawer Metal File Cabinet (HON)
- 2 Door Metal Cabinet (6.5'tall)
- 4 Drawer File Cabinet with Lock

*RJA
C W*

MISCELLANEOUS OFFICE EQUIPMENT

BOOK 515 FILE 570

- 1 Pitney Bowes Collater
- 1 Pitney Bowes Postage Meter Machine
- 1 Jogger
- 1 Processor
- 1 Tape Shooter (package tape)
- 1 Panasonic Copier, Model FP 4520, Serial No. GEA 9004132
- 1 Sanyo Cash Register, Model ECR 160, Serial No. 894042
- 1 Adding Machine
- 1 Check Writer Paymaster
- 2 Electric Calculators (non-usable)
- 1 Royal Manual Typewriter
- 1 SMC (old) Typewriter
- 4 Portable Metal Carts on Wheels
- 1 Elliott Electric Stencil Typewriter
- 137 Stencil Tray Fronts (metal)
- 157 Stencil Tray Bottoms (metal)
- 1 Desk Lamp
- 1 Space Heater
- 1 Paper Gauge
- 1 Electric Eraser
- 3 Packages of Graph paper
- 5 Assorted Triangles
- 2 Plastic Drafting Machine Rulers
- 2 Metal Venco Drafting Machine Rules
- 3 Proportion Scale Wheels
- 1 Dryer Rack
- 1 Vericomp (in 1000 pieces)

*RDW
C W*

GENERAL MISCELLANEOUS

- 1 Waste Paper Can (29 x 16)
- 3 Metal Trash Cans
- 10 Metal Garbage Cans
- 3 Plastic Garbage Cans
- 1 Kitchen Garbage Can (11 x 16)
- 2 Oblong Waste Paper Cans
- 12 Plastic Waste Paper Cans
- 1 Waste Can (30")
- 1 Hand Truck
- 1 Hand Fork Lift
- 1 Alarm Clock
- 1 wall Clock
- 1 Seth Thomas Clock (w/second hand)
- 3 File Card Boxes
- 1 Scissors
- 1 Tape Dispenser
- 2 Bottles of Rubber Cement
- 14 Rulers (7 metal, 3 wooden, 4 plastic)
- 2 - 3 ring binders
- 2 Padding Presses
- 2 Westinghouse Portable Fans
- 1 Electric Fan (small floor model)
- 1 Fan
- 2 Wall Mounted Fire Extinguishers
- 1 Fire Extinguisher
- 1 Fire Extinguisher, Model #34-1B & 34-2B
- 1 Live Plant
- 2 Vases
- 1 Picture (no frame)
- 1 Wicker Basket
- 20 Ashtrays
- 2 Candy Jars
- 1 Round Cornex Mirror
- 7 Wall Mirrors
- 1 Extension Ladder
- 1 Halsey Taylor Water Fountain
- 1 General Electric Automatic Heater
- 2 Bryant Heaters
- 2 Modine Heaters
- 1 Electric Space Heater with thermostate
- 2 Ceiling Fans
- 1 Electric Fan (in wall)
- 2 Hat & Coat Racks, 3 Chelves
- 1 Coat Rack (on the wall)
- 2 Coat Racks
- 1 6' Christmas Tree (with lights)
- 1 Box of Assorted Christmas Decorations
- 1 Push Broom
- 1 Westinghouse Refrigerator (30 x 24 x 61)
- 1 Compact Refrigerator
- 1 Coffee Pot
- 1 Mr. Coffee
- 1 Norelco Coffee Maker

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GENERAL MISCELLANEOUS (continued)

BOOK 515 PAGE 575

- 1 General Electric Coffee Maker II
- 1 Scale
- 1 25' Extension Cord (orange)
- 1 Extension Cord
- 4 Intercom Speakers
- 4 Intercoms
- 2 Intercom Phones
- 1 Speaker
- 3 Table Phones
- 1 Wall Phone
- 3 Telephones
- 1 Safe on Wheels
- 1 Box Safe (2 drawer)
- 1 Blue Table Lamp
- 1 Desk Lamp
- 1 Water Pitcher
- 2 Sanitary Napkin Disposal Containers
- 2 Sanitary Napkin Dispensers
- 1 Can Opener
- 1 Heating Plate

*AW
CW*

200037

BOOK 515 PAGE 578

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) Lukens: Richard J. 11401 Henderson Road Clifton, VA 22024	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 #007630 0237 R02 108:48 08/13/87 cf
4. This statement refers to original Financing Statement bearing File No. <u>491 202 259002</u>		
Filed with <u>Anne Arundel</u> Date Filed <u>11-6</u> 19 <u>85</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

No. of additional Sheets presented:

By: _____ Signature(s) at Debtor(s) (necessary only if Item 8 is applicable).

By: Society For Savings
[Signature] Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Office Copy - Alphabetical

BOOK 515 PAGE 577

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258963

RECORDED IN LIBER 481 FOLIO 60 ON 28 Oct 85 (DATE)
(Anne Arundel County)

1. DEBTOR

Northward Corporation d/b/a
Name Pasadena 4A Rentals & Sales
Address 8004 Jumpers Hole Rd., Pasadena, MD 21122

RECORD FEE 10.00
POSTAGE .50
#007690 C237 R02 T09:12
08/13/87

CK

2. SECURED PARTY

Name John Deere Company
Address Court St. & Deere Rd. (P. O. Box 4949), Syracuse, NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. 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 style="text-align: center;">Amendment</p>
<p>The address of the secured party is amended to read:</p> <p>701 Georgesville Rd. Columbus, OH 43228</p>	

JOHN DEERE COMPANY

Dated 6 July 1987

R. A. Thompson
(Signature of Secured Party)

R. A. Thompson, Asst. Treasurer
Type or Print Above Name on Above Line

1035

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 229723

RECORDED IN LIBER 419 FOLIO 25 ON 29 Nov 79 (DATE)
(Anne Arundel Co.)

1. DEBTOR

Name Southward Corporation
d/b/a Annapolis 4-A Rental
1919 Lincoln Dr.
Address Annapolis, MD 21401

RECORD FEE 10.00
POSTAGE .50
#007700-0237 R02 T09:13
08/13/87

CK

2. SECURED PARTY

Name John Deere Company
Court St. & Deere Rd. (P. O. Box 4949)
Address Syracuse, NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Amendment</p>
<p>The address of the secured party is amended to read: 701 Georgesville Rd. Columbus, OH 43228</p>	

JOHN DEERE COMPANY

Dated 6 July 1987

R. A. Thompson
(Signature of Secured Party)

R. A. Thompson, Asst. Treasurer
Type or Print Above Name on Above Line

MARYLAND FINANCING STATEMENT

209803

(xx) Not Subject to Recordation Tax (C/S/C)

BOOK 515 PAGE 579

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE RCI Cleaners, Inc. (Name or Names) 251 Hickory Point Rd. Pasadena, Maryland 21122 (Address)

LESSEE (Name or Names) (Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC. 3767 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- Kay Pro Computer w/30 Mbyt. System, 640K Memory, 1- Floppy Drive Keyboard, 1- Bright-up EGA Monitor, 1-Panasonic KXP- 1092 I Printer.

RECORD FEE 11.00 POSTAGE .50 #007750 C237 R02 T09:22 08/13/87

OK

5. Proceeds of Collateral are covered hereunder: Yes (xx) No () Products of Collateral are also covered Yes () No (xx)

LESSEE RCI Cleaners, Inc. By: Edward Light Pres. (Title) Edward Light (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

1158

STATE OF MARYLAND

BOOK 515 PAGE 580

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264521

RECORDED IN LIBER 504 FOLIO 483 ON ~~264521~~ 10/28/86 (DATE)

1. DEBTOR

Name HEARTH & HOME DIST., INC.

Address 10305 Guilford Road, Annapolis, MD 21045

2. SECURED PARTY

Name MAI BASIC FOUR, INC.

Address P.O. BOX C-11921

SANTA ANA, CA 92711

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00
POSTAGE .50
#007790 C237 R02 T09:31
08/13/87

OK

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

Dated _____

JUL 8 1987

MAI BASIC FOUR, INC., JENAN WILHELM,
MGR., CREDIT & COLLECTIONS

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. 263738

RECORDED IN LIBER 502 FOLIO 486 ON 9/15/86 (DATE)

1. DEBTOR

Name HEIN BROTHERS INC.

Address 7400 Balt. Annapolis Blvd., Glen Burnie, MD 21061

2. SECURED PARTY

Name MAI BASIC FOUR, INC.

P.O. BOX C-11921

Address SANTA ANA, CA 92711

RECORD FEE 10.00
POSTAGE .50
#007800 0237 R02 T09:32
08/13/87

CK

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

TERMINATION

JUL 8 1987

Dated _____

MAI BASIC FOUR, INC., JENAN WILHELM,
MGR., CREDIT & COLLECTIONS
Type or Print Above Name on Above Line

A.A County

Please send by return mail to

Century Credit Corporation
901 Elkridge Landing Road
Suite 200
Linthicum, Md. 21090

BOOK 515 PAGE 582

COPY FOR FILING OFFICER

ATTENTION: Lew Glassman

FINANCING STATEMENT

~~Continuation~~ ~~Assignment~~ ~~Partial Release~~ Termination

This Financing Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

Record: Land Financing Statement { Liber 481 Folio 462 File No. 255251

Date of Financing Statement Jan 18, 1985

NAME	ADDRESS
1. Debtor(s) (or assignor(s))	No. Street City State
Brown's Maryland Motors, Inc.	7167 Ritchie Highway Glen Burnie, Md. 21061
2. Secured Party (or assignee)	
SOVRAN BANK / MARYLAND (f/k/a Suburban Bank)	6610 Rockledge Drive, Beth. Md. 20817

CHECK THE LINES WHICH APPLY

- A. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.
- B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number above shown.
- C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the File Number shown above:

RECORD FEE 10.00
POSTAGE .50
#007830 C237 R02 T09:41
08/13/87
OK

- D. Partial Release. The Secured Party releases from the collateral described in the Financing Statement bearing the File Number above shown, the property hereinafter described:

Secured Party:

SOVRAN BANK / MARYLAND

Dated: April 29, 19 87

By: Betty L. Talbott

Type Name Betty L. Talbott

Title Commercial Loan Operations Officer

10⁵⁰

BOOK 515 PAGE 583

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any): <u>Anne Arundel</u>
1. Debtor(s) (Last Name First) and address(es) <u>Harrington, Clifford M. & Elizabeth E. 3238 Annandale Rd. Falls Church, VA</u>	2. Secured Party(ies) and address(es) <u>Midlantic National Bank 2 Broad St. Bloomfield, N.J. 07003</u>	For Filing Officer (Date, Time and Filing Office) <u>RECORD FEE 10.00 POSTAGE .50 #007900 0237 R02 T10:06 08/13/87 CK</u>
4. This statement refers to original Financing Statement bearing File No. <u>245410 1457 Pg 63</u>		
Filed with <u>Anne Arundel Cnty</u> Date Filed <u>12/15/82</u> 19 <u>82</u>		
5. <input checked="" type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.		
6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.		
7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.		
8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.		
9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		

10. Continuation of original UCC I filing

No. of additional Sheets presented:

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Robert J. Meek, AC Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

BOOK 515 PAGE 584

200011

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

3 The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)

2 Secured Party(ies) Name(s) and Address(es)

4 For Filing Officer: Date, Time, No. Filing Office

ENVIRO-GRO TECHNOLOGIES
3700 Koppers St, 5th Floor
P.O. Box 24145
Baltimore, MD 21227

Giles & Ransome, Inc.
2975 Galloway Road
Bensalem, PA 19020

RECORD FEE 11.00
POSTAGE .50
#007940 0237 R02 T10:15
08/13/87

5 This Financing Statement covers the following types (or items) of property

One (1) CATERPILLAR Model 950B Wheel Loader
Serial Number 63R05334

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)

ENVIRO-GRO TECHNOLOGIES

Giles & Ransome, Inc.

By

Signature(s) of Debtor(s)

By

Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - NUMERICAL

(Required only if Item 10 is checked)

(3/83)

STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

200012

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal
- Amount is \$ 50,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

J. P. Smith Co., Inc.

P. O. Box 148
2704 Thyme Drive
Edgewater, Maryland 21037

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):

1974 Crane Crawler
S/N #37319

RECORD FEE	11.00
RECORD TAX	350.00
POSTAGE	.50
#007980 C237 R02 T10:34	
08/13/87	

- 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) J. P. Smith Co., Inc.

Secured Party (or Assignee)

J. Penny Smith
J. PENNY SMITH, PRES.
Bryant T. Smith
BRYANT T. SMITH, SEC-TREAS.

FARMERS NATIONAL BANK OF MARYLAND

BY *R. J. Mc...*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

11.00
350.50

Handwritten scribbles and numbers

FINANCING STATEMENT FORM UCC-1

Identifying File No. 209013

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Enviro Structures, Ltd.

Address P. O. Box 1084, Severna Park, Maryland 21146 (Anne Arundel)

2. SECURED PARTY

Name State Equipment, Div. Secorp National, Inc.

Address 1400 Joh Avenue, Baltimore, Maryland 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 11.00
POSTAGE .50

ONE (1) New Dresser Vibratory Compactor, Model VOS T-2-42A, SN 510113 w/three range variable amplitude. lighting system and all standard equipment (Rental)

#000250 C040 R03 T10:56
08/13/87

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)

na

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

na

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Enviro Structures, Ltd.

[Signature]
(Signature of Debtor)

RICHARD FELICIANO PRES
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

State Eq., Div. Secorp National, Inc.

[Signature]
(Signature of Secured Party)

Glenn S. Conklin, VP & GM

Type or Print Above Signature on Above Line

1105

515 FILE 587

200044

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. DEBTOR(S) (Last Name First, and ADDRESS)	2. SECURED PARTY(IES) and ADDRESSES	3. MATURITY DATE (If Any) 07 FEB 89
PLEASANT PLAINS TURF FARM 1839 PLEASNT PLNS RD ANNAPOLIS MD 21401 213348241 AF	DEERE CREDIT SERVICES INC. P. O. BOX 65090 WEST DES MOINES IA 50265 FORM-JOHN DEERE CO. SYRCS. NY	FOR FILING OFFICER (Date, Time and Filing Office)

4. The statement refers to original Financing Statement bearing file no. 250798
 Filed with ANNE ARUNDEL MD Date Filed 07 FEB 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.

RECORD FEE 10.00
 POSTAGE .50
 #000260 0040 R03 T10:57
 08/13/87
 CK

10.
 Number of Additional Sheets Required: 10 JUL 87

TO: CLERK OF CIRCUIT CRT
 & UCC DIVISION
 ANNAPOLIS MD 21403

DEERE CREDIT SERVICES INC.
 By: *[Signature]*
 SIGNATURE OF SECURED PARTY
 MANAGER OF PROCESSING

By: _____
 SIGNATURE OF DEBTOR (Necessary only if item 5 is applicable)
 FILING OFFICER'S COPY - ALPHABETICAL
 10.00 *

STANDARD FORM - FORM UCC-3

300A 515 PAGE 588

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. B 506 Page No. 173
Identification No. 265163 Dated 12/16/86

1. Debtor(s) Robert C. & Sandra J. Francis
Name or Names—Print or Type
5907 Larsen St. Glen Burnie, MD 21061
Address—Street No., City - County State Zip Code

2. Secured Party Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, MD 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 13.00
POSTAGE .50

#210890 C777 R01 109:08

<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>

08/13/87
CK

Dated: _____
Sears, Roebuck and Company
Name of Secured Party
[Signature]
Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

13.20

2
ARC

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
 THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. B 506 Page No. 196
 Identification No. 265237 Date 12/16/86

1. Debtor(s) James F. & Mitzy C. Thompson Jr.
 Name or Names—Print or Type
8191 Brandon Dr. Millersville, MD 21108
 Address—Street No., City - County State Zip Code

2. Secured Party Sears, Roebuck and Company
 Name or Names—Print or Type
6901 Security Blvd., Baltimore, MD 21207
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 13.00
 POSTAGE .50
 #010900 0777 R01 T09:08
 08/13/87
 CR

Dated: _____ Sears, Roebuck and Company
 Name of Secured Party

 Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
 Type or Print (Include Title if Company)

13/50

AR Co

H 111455

A A County

1/10/88

BOOK 515 PAGE 590

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. 245969 recorded in Liber 458 Folio 364,365 on 1/24/83 at Anne Arundel County

1 DEBTOR(S): Lucky Convenience Markets, Inc.
 ADDRESS(ES): 2406 Mountain Rd., Pasadena, MD 21122

2 SECURED PARTY: MARYLAND NATIONAL BANK ATTENTION Collateral Unit
 ADDRESS MAILSTOP: 500501 Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3 CONTINUATION. The original Financing Statement referred to above is still effective.

4 TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5 ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in item 8 below.

6 AMENDMENT. The original Financing Statement 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. _____

RECORD FEE 10.00
 POSTAGE .50
 #010930 C717 R01 T09:11
 03/13/87

DEBTOR(S): _____
(Type name, necessary only if item 6 is applicable)

BY: _____ (SEAL)

BY: _____ (SEAL)

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.

SECURED PARTY: Maryland National Bank
 BY: C. Ann Abruzzo (SEAL)
C. Ann Abruzzo, AVP
(Type Name and Title)

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.

10/50

RETURN TO:
SAFECO TITLE INSURANCE CORPORATION
110 ST. PAUL ST.
BALTIMORE, MD. 21202

BOOK 515 PAGE 591

This STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and Address(es)	No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility
Lucky's Convenience Markets, Inc. 1029 Ingleside Avenue Baltimore, MD 21228	2. Secured Party(ies) Name(s) and Address(es) ITT Industrial Credit Company 10025 Governor Warfield Parkway Columbia, MD 21044	4. For Filing Office: Date, Time, No. Filing Office

Book # 3456, Page #484 ^{449/459} with Anne Arundel County
filed (date) 11/24/81

5. This statement refers to original Financing Statement No. _____

6. A. Continuation: The original Financing Statement bearing the above file number is still effective.
 B. Termination: The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
 C. Release: From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
 D. Assignment: The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.
 E. Amendment: The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)

7. This statement is to be indexed in the Real Estate Records.

RECORD FEE 12.00
POSTAGE .50
#010910 D177 R01 TOP:10
08/13/87
CK

RETURN TO:
SAVED FILE INSURANCE CORPORATION
110 ST. PAUL ST.
BALTIMORE, MD. 21202

By _____ Signature(s) of Debtor(s) (only on amendment)

By [Signature] Signature(s) of Secured Party(ies)

(1) Filing Office Copy—Numerical

(3/83) STANDARD FORM—FORM UCC 3—Approved by Secretary of Commonwealth of Pennsylvania

1250

To Be Recorded In The Land Records
And In The Chattel Records Of
Anne Arundel Co And Among The
Financing Statement Records Of The
State Department Of Assessments
And Taxation.

Subject To Recording Tax Of None
On Principal Amount Of _____
Which Was Paid To The Clerk Of The
Circuit Court of Baltimore City
Maryland Upon The Filing Of A Deed
Of Trust.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. DEBTOR: Rogers Road Joint Venture
1303 Rogers Road
Annapolis, Maryland

2. SECURED PARTY: THE FIRST NATIONAL BANK OF MARYLAND
25 South Charles Street RECORD FEE 36.00
Baltimore, MD 21201, POSTAGE .50
Attention: Jolene Kolokzieski 4011010 0777 R01 T09#18
09/13/97

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 real property and improvements described on Exhibit "A" attached hereto (herein the "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.

36 SD

- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property 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, 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 Real Property.
- f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Real Property 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.
- 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.

- 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 Property as described on Exhibit "A", attached hereto, being that same lot of ground and improvements thereon described in a Deed of Trust of even date herewith and recorded among the Land Records of the Circuit Court for Baltimore County from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned Real Property. Exhibit "A" attached hereto consists of one (1) pages.
- 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:

ROGERS ROAD JOINT VENTURE

A Maryland General Partnership

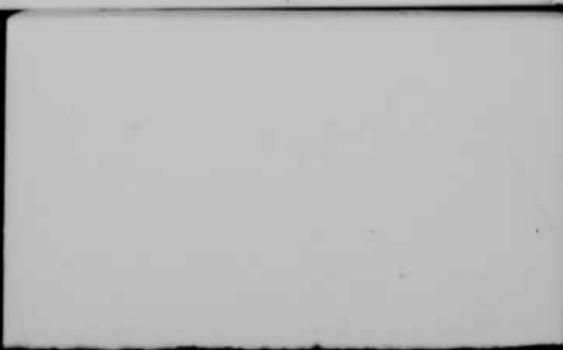
By: *Robert C. D'Agostino*

Title: *Partner*

Robert C. D'Agostino
Partner
Diane Wagner
Diane Wagner

TO FILING OFFICER: After this Statement has been recorded, please return to:

FIRST NATIONAL BANK OF MARYLAND
P.O. BOX 1596
ATTN: *JOLUPE J. KOLODZIOJSKI*
Banc Code: *101-566*
BALTIMORE, MARYLAND 21203



SCHEDULE "A"

3000 515 PAGE 595

BEGINNING for the same at an iron pipe found in the centerline of an existing 23 foot right of way with use in common and at the end of the South 57 degrees 50 minutes West 82.11 foot line of Parcel One of the conveyance from Harry E. Kennedy and Lillian E. Kennedy, his wife, to Frank E. Fuller, et al, by deed dated August 19, 1968 and recorded among the Land Records of Anne Arundel County in Liber 2196, page 478; thence running from said beginning point so fixed and with said line, reversely, as now found, and running along the centerline of the said 23 foot right of way, North 57 degrees 46 minutes 47 seconds East 82.29 feet to an iron pipe found at the beginning of said line; thence continuing with the outlines of said Parcel One, reversely, and still with said centerline of the 23 foot right of way, as now found, North 32 degrees 23 minutes 52 seconds East 75.0 feet to an iron pipe found at the beginning of the South 32 degrees 27 minute West 75 foot line of said Parcel One; thence with part of the west line of the 10 foot right of way mentioned in Parcel One and Parcel Two of the above mentioned conveyance, North 19 degrees 28 minutes 29 seconds West 5.01 feet to an iron pipe found at the end of the South 19 degrees 26 minutes East 120 foot line of Parcel Two of the above mentioned conveyance; said pipe being further located on the North side of the

above mentioned 10 foot right of way; thence with the North 59 degrees East 77.4 foot line of said Parcel Two and with the North 59 degrees East 22.6 foot line of said Parcel Two and the South 59 degrees 00 minutes West 22.6 foot line of said Parcel One reversely, North 58 degrees 58 minutes East 100.0 feet to an iron pipe found; thence continuing with the outlines of said Parcel One, reversely, and also continuing with the outlines of said Parcel Two, as now found, North 13 degrees 37 minutes 17 seconds West 20.0 feet to an iron pipe found and North 70 degrees 28 minutes 07 seconds East 174.84 feet to the northernmost corner of an existing concrete bulkhead on the shoreline of the Chesapeake Bay; thence leaving said Parcel Two and continuing with the outlines of said Parcel one, reversely, and with the shoreline of said Chesapeake Bay and running along the outer edge of the said concrete bulkhead, South 21 degrees 16 minutes 26 seconds East 128.58 feet; thence South 59 degrees 44 minutes 24 seconds West 10.86 feet; thence South 24 degrees 33 minutes 32 seconds West 45.77 feet to the end of the North 58 degrees 02 minutes East 354.5 foot line of said Parcel One; thence with said line, reversely, South 58 degrees 01 minute 42 seconds West 354.18 feet to a concrete monument found at the beginning of said line; said last herein described line having left the shoreline of the Chesapeake Bay 75 feet, more or less, along said line from its beginning; thence still with the outlines of said Parcel One, reversely, North 32

degrees 22 minutes 18 seconds West 133.88 feet to the place of beginning. Containing 1.508 acres.

The above described 1.508 acres, more or less, being SUBJECT to and having the use in common with others of a 30 foot right of way described as follows:

BEGINNING for the same at an iron pipe found in the centerline of an existing 23 foot right of way and at the same beginning point as in the above described 1.508 acres, more or less, and running from said beginning point so fixed and crossing said 23 foot right of way, North 32 degrees 22 minutes 18 seconds West 11.50 feet to intersect the North side of the said 23 foot right of way; thence with the same, North 57 degrees 46 minutes 47 seconds East 79.73 feet and North 32 degrees 23 minutes 52 seconds East 81.45 feet to an iron pipe set in the South 19 degree 26 minute East 120 foot line of Parcel Two of the above mentioned conveyance to Frank E. Fuller, et al, recorded in Liber 2196, folio 478; thence with part of said line, South 19 degrees 28 minutes 29 seconds East 9.61 feet to an iron pipe found at the end of said line; said point being further located at the end of the North 19 degrees 28 minutes 29 seconds West 5.01 foot line of the above described 1.508 acres, more or less; thence with part of the North 58 degrees 58 minutes East 100.0 foot line of the above described 1.508 acres, more or less, North 58 degrees 58 minutes East 50.17 feet to an iron pipe set; thence running through the above described 1.508 acres, more

or less, and running along the South side of the herein described 30 foot right of way, South 32 degrees 23 minutes 52 seconds West 127.14 feet and South 57 degrees 46 minutes 47 seconds West 86.40 feet to intersect the North 32 degrees 22 minutes 18 seconds West 133.88 foot line of the above described 1.508 acres; thence with part of said line, North 32 degrees 22 minutes 18 seconds West 18.50 feet to the place of beginning.

The above described 1.508 acres, more or less, also having the use in common with others of a 15 foot right of way running through Parcel Two of the conveyance to Fuller, et al, recorded in Liber 2196, page 478, and described as follows:

BEGINNING for the same at an iron pipe found at the end of the South 19 degrees 26 minutes East 120 foot line of Parcel Two of the above mentioned conveyance from Harry E. Kennedy and Lillian E. Kennedy, his wife, to Frank E. Fuller, et al, by deed dated August 19, 1968 and recorded among the Land Records of Anne Arundel County in Liber 2196, page 478; said point being further located at the end of the South 19 degrees 28 minutes 29 seconds East 9.61 foot line of the above described 30 foot right of way; thence with said line, reversely, and also with the said South 19 degrees 26 minutes East 120 foot line of said Parcel Two, reversely North 19 degrees 28 minutes 29 seconds West 116.98 feet to an iron pipe set at the mean high tide line of the cove or inlet of

the Chesapeake Bay; thence with the same, North 53 degrees 36 minutes 06 seconds East 15.70 feet; thence leaving said cove or inlet and running through said Parcel Two, South 19 degrees 28 minutes 29 seconds East 118.48 feet to intersect the North 58 degrees 58 minutes East 100.00 foot line of the above described 1.508 acres, more or less, and also to intersect the North 58 degree 58 minute East 50.17 foot line of the above described 30 foot right of way; thence with part of said line, reversely, South 58 degrees 58 minutes West 15.31 feet to the place of beginning.

BEING the same property conveyed unto Design Concept Corporation by William Lee Fuller, et al, by deed dated June 18, 1974 and recorded among the land Records of Anne Arundel County in Liber 2687, folio 42.

FINANCING STATEMENT

1. To Be Recorded in the Land Records at _____
 2. To Be Recorded among the Financing Records at ANNE ARUNDEL COUNTY
 3. Not subject to Recordation Tax
 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 29,000.00. 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 _____

5. Debtor(s) Name(s) _____ Address(es) _____
 KRONOS G-O DAY INC. 8203 R. Cloverleaf Drive
 Millersville, MD 21108

Secured Party National Bank of Greece S.A. Address, Department CHICAGO BRANCH
 Attention CHICAGO BRANCH 168 N. Michigan Ave.
National Bank Chicago, Illinois 60601
 (Mr. Clerk, Please return to of Greece S.A. 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, returned, 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 (iv) all non-cash proceeds and products of all such goods, and (v) 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.

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: KRONOS G-O DAY INC.
 By: [Signature] (Seal)
Dimitrios Kouklakis, Pres.
 By: [Signature] (Seal)
Nikos Mourikis, Vice Pres.

Secured Party: NATIONAL BANK OF GREECE S.A.
CHICAGO BRANCH
 By: [Signature] (Seal)
John Psarianos, Deputy Manager
 By: [Signature]
Helen D'Iorio

RECORD FEE 11.00
 POSTAGE .50
 CHICAGO 777 R01 T09435
 09/13/87

/mkh

**END
LIBER**