

LIBER

5 2 0

0-2

STATEMENT OF TERMINATION OF FINANCING

RECORD: Land Liber 461 Folio 242 File No. 247087
X Financing Statement

DEBTOR (OR ASSIGNOR)

NAME

ADDRESS

Classic VW, Inc.

1930 West Street
Annapolis, Md. 21401

SECURED PARTY (OR ASSIGNEE)

THE ANNAPOLIS BANKING AND TRUST COMPANY----Church Circle, Annapolis, Maryland

The Secured Party certifies that it has terminated the security interest evidenced by the Financing Statement filed as stated above.

The filing officer is authorized to note the termination of that security in the index at the number given above, 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.

THE ANNAPOLIS BANKING AND TRUST CO.

DATED: February 27, 1987

BY: *Ernest R. ...*
Secured Party (or Assignee)

Mail to
↓
Federal National Bank of Maryland
1 Church Circle
P.O. Box 271
Annapolis, Md. 21404

16-50

90-2038

TO BE RECORDED IN THE FINANCING RECORDS OF ANNE ARUNDEL COUNTY

RECORD FEE 13.00

BOOK 520 PAGE 2

POSTAGE .50

#089090 0237 R02 T14:50

11/10/87

FINANCING STATEMENT

27355A

1. Name and Address of Debtor: SULIN ENTERPRISES, LTD.
1133 Greenwood Road
Baltimore, Maryland 21208
Attn: Bernard G. Robbins

2. Name of Secured Party: YORKRIDGE-CALVERT SAVINGS
Address: & LOAN ASSOCIATION
3725 Old Court Road
Baltimore, Maryland 21208
Attn: Louis Hubberman

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) located in Anne Arundel County, Maryland and described in (i) a certain Deed of Trust dated November 2, 1987 from the Debtor to Joel C. Sweren and Louis Hubberman, Trustees (the "Deed of Trust") and (ii) certain Supplemental Deeds of Trust from time to time executed by the Debtor and delivered to the Secured Party as supplements to the Deed of Trust. The property described in the Deed of Trust as of the date of the Deed of Trust is described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all 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.

LAW OFFICES OF
MELNICOVE, KAUFMAN,
WEINER, SMOUSE
& GARBIS, P.A.
36 S CHARLES STREET
BALTIMORE, MD
21201-3060

EXHIBIT A

BOOK 520 PAGE 4

BEING KNOWN AND DESIGNATED as Lots Nos. 70, 71, 72 and 101,
as shown on the Plat entitled "Plat 2, Section 5, Shipley's
Choice", which Plat is recorded among the Land Records of Anne
Arundel County in Plat Book 104 folio 40.

48-2074

4

520 5

270535

() Land Records Not subject to recordation
 (✓) Financing Statements Records tax:
 () SDAT Principal Amount is
 \$1,660,000.00

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

RECORD FEE 18.00
 POSTAGE .50
 #089130 0237 R02 T14:53
 11/10/87
 CK

FINANCING STATEMENT

1. Debtor: Address:
 STAGE COACH COMPANY, a c/o Leonard J. Attman
 Maryland general partnership A&G Management Company, Inc.
 LOWELL R. GLAZER 7779 New York Lane
 LEONARD J. ATTMAN Glen Burnie, Maryland 21061

2. Secured Parties: Address of all Secured Parties
 MONUMENTAL LIFE INSURANCE COMPANY
 Larry G. Brown, c/o Richard J. Kypta
 Trustee Monumental Corporation
 1111 North Charles Street
 Baltimore, Maryland 21201
 Richard J. Kypta,
 Trustee

3. This Financing Statement covers
 (a) All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor (specifically excluding any property or equipment owned by tenants or service contractors located at said land), including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing,

refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, service contracts, utility contracts, options, permits, public works agreements, bonds, insurance proceeds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the said land and collateral and its development, occupancy and use.

4. The aforesaid items are included as security in a deed of trust given by Debtor to Larry G. Brown and Richard J. Kypka, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing an indebtedness owed by Debtor to Monumental Life Insurance Company.
5. Proceeds of collateral are also covered.
6. The land consists of approximately 8.5 acres located on the north side of Old Stage Road in the Third Election District of Anne Arundel County, Maryland, and is more particularly described in the Deed of Trust referred to above.

300 520 PAGE 7

Debtor:

STAGE COACH COMPANY, a
Maryland general partnership

November 9, 1987

By:

Lowell R. Glazer,
General Partner

Lowell R. Glazer

Leonard J. Attman

To the Filing Officer: After this statement has been recorded,
please mail the same to: James W. Brooks, Jr., 1100 Charles
Center South, 36 South Charles Street, Baltimore, Maryland
21201.

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)
 LOWELL R. GLAZER and
 LEONARD J. ATTMAN
 Co-Partners trading as Stage
 Coach Company, 7779 New York
 Lane, Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)
 MONUMENTAL LIFE INSURANCE
 COMPANY
 Charles and Chase Streets
 Baltimore, MD 21201

For Filing Officer (Date, Time and Filing Office)
 RECORD FEE 10.00
 POSTAGE .50
 #089150 0237 R02 T14:55
 11/10/87
 CK

4. This statement refers to original Financing Statement bearing File No. Liber 273, Page 29
Financing Statements
 Filed with Anne Arundel County Date Filed November 24, 19 72

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

10.
 The maturity date is hereby amended to December 1, 1997.

No. of additional Sheets presented:

Lowell R. Glazer
 Lowell R. Glazer

Leonard J. Attman
 Leonard J. Attman

MONUMENTAL LIFE INSURANCE COMPANY

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

By: Walter S. Brown, Vice Pres
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

TO BE } RECORDED IN
 NOT TO BE } LAND RECORDS
 SUBJECT TO } RECORDING TAX
 NOT SUBJECT TO } ON PRINCIPAL
AMOUNT OF \$ _____

FINANCING STATEMENT

1. Debtor(s): Bent Nursing Home, Inc. t/a Cherrywood Manor
Name or Names—Print or Type
7771 Monument Road, Baltimore, MD 21201
Address—Street No., City - County State Zip Code
Name or Names—Print or Type
Address—Street No., City - County State Zip Code
2. Secured Party: Equitable Bank, N.A.
Name or Names—Print or Type
100 S. Charles Street, 6th Fl, Baltimore, MD 21201-2791
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 Exhibit B attached hereto

4. If above described personal property is to be affixed to real property, describe real property.
See Exhibit A attached hereto

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

DEBTOR(S): Bent Nursing Home, Inc. SECURED PARTY:
[Signature] _____
(Signature of Debtor) _____
Alan D. [Signature] _____
Type or Print (Company, if applicable)

(Signature of Debtor) _____
(Signature of Secured Party)

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
Name and Address Beverly J. Cihan, Esquire, Semmes, Bowen & Semmes,
250 West Pratt Street, Baltimore, Maryland 21201

26-
30

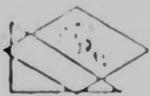


EXHIBIT A

BOOK 520 PAGE 10

DESCRIPTION FOR BENT NURSING HOME

Beginning for the same at a pipe heretofore set at the end of the first or South 45 degrees 57 minutes 20 seconds West 200.00 foot line of that parcel of land which by deed dated 18th of June 1970 and recorded among the land records of Baltimore County, Maryland in liber O.T.G. 5102 folio 116 was conveyed by James Glenn Saffell and Virginia Saffell, his wife, and Oxford Development Corporation, Inc. to McDonald's Corporation said beginning point is located in the first or South 54 degrees 45 minutes 50 seconds West 450.00 foot line of that parcel of land which by deed dated July 22, 1960 and recorded among the aforementioned land records in liber W.J.R. 3731 folio 417 was conveyed by the Silver Cross Home and Hospital Incorporated to James Glenn Saffell, running thence and binding on part of said first line, all of the second and part of the third line of said conveyance the three following courses and distances, referring the courses of this description to the Baltimore County Grid System, South 45 degrees 57 minutes 20 seconds West 250.00 feet, North 44 degrees 02 minutes 40 seconds West 450.00 feet, North 45 degrees 57 minutes 20 seconds East 446.00 feet to the Southwest side of Reisterstown Road as widened and shown on Baltimore County Right of Way drawing #69-106-2 and 69-106-1 said widening conveyed



520 11

by deed dated August 24, 1971 by James Glenn Saffell to Baltimore County, Maryland, recorded among the aforesaid land records in liber O.T.G. 5219 folio 44, running thence and binding on the southwest side of Reisterstown Road as widened South 44 degrees 02 minutes 40 seconds East 300.00 feet to intersect the third or North 45 degrees 57 minutes 20 seconds East 200.00 foot line of the aforementioned parcel conveyed by James Glenn Saffell and Virginia J. Saffell and Oxford Development Corporation to McDonald's Corporation, running thence and binding reversely on part of the third and all of the second line of said conveyance the two following courses and distances South 45 degrees 57 minutes 20 seconds West 196.00 feet, South 44 degrees 02 minutes 40 seconds East 150.00 feet to the place of beginning.

Containing 3.9325 acres of land more or less.

Being part of the property which by deed dated July 22, 1960 and recorded among the aforesaid land records in Liber W.J.R. 3731 folio 417 was granted and conveyed by The Silver Cross Home and Hospital Incorporated unto James Glenn Saffell.

Subject to a 10 foot right of way for sanitary sewer along the first and second line of this description. Said right of way described in the aforementioned conveyance from James Glenn Saffell and Virginia J. Saffell and Oxford Development Corporation to McDonald's Corporation.



EXHIBIT B. BENT

As used herein, "Pledgor" shall mean "Debtor".

BOOK 520 PAGE 12

Collateral. The Pledgor hereby grants to the lender a security interest in the following property of the Pledgor:

A. Accounts. All of the Pledgor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances, and similar instruments and documents and any rights to any third-party reimbursements, including reimbursements under the Medicare and Medicaid Programs) 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.

B. General Intangibles. All of the Pledgor's general intangibles (including, without limitation, the Certificate of Need issued by the Maryland Health Resources Planning Commission dated 10/18/85 authorizing the Pledgor to develop 127 of comprehensive care beds, the License to Operate 51 comprehensive care beds issued by the Maryland State Department of Health and Mental Hygiene, 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.

C. Chattel Paper. All of the Pledgor'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 Pledgor assigns and grants to the Lender a security interest in all property and goods both now owned and hereafter acquired by the Pledgor which are sold, leased, secured, are the subject of, or otherwise covered by, the Pledgor's chattel paper, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

D. All Equipment and Fixtures. All of the Pledgor's equipment (including all motor vehicles) and fixtures, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments, and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof. All such fixtures are or will be attached to the real property described in Exhibit A attached hereto, and the record owner of such real property is Bent Real Estate Limited Partnership.

E. Motor Vehicles. Each of the Pledgor's motor vehicles described in Exhibit B 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, and (ii) all cash and non-cash proceeds thereof.

F. Other. All of the Pledgor's property described in Exhibit C attached hereto and made a part hereof by reference, together with all products and cash and non-cash proceeds thereof.

The term "Collateral" as used herein means each and all of the items of Collateral described above and the term "proceeds" as used herein includes, without limitation, the proceeds of all insurance policies covering all or any part of such items of Collateral. The term Collateral shall exclude rental property and the purchase money security interest in any purchased property provided that the Lender has specifically consented to the rental of such property or the granting of the purchase money security interest.

EXHIBIT C

BOOK 520 PAGE 14

All rights to the use of the name of Pledgor's nursing home and business, all rights to Pledgor's stationery, brochures and books and records.

Financing Statement

BOOK 520 PAGE 15
279537

TO BE RECORDED IN LAND RECORDS
 NOT TO BE RECORDED IN LAND RECORDS
 SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$
 NOT SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$

FINANCING STATEMENT

1. Debtor(s): McGovern Associates Health Services, Ltd.
Name or Names—Print or Type
100 S. Charles Street, 6th Floor, Baltimore, MD 21201-2791
Address—Street No., City - County State Zip Code
Name or Names—Print or Type
Address—Street No., City - County State Zip Code
2. Secured Party: Equitable Bank, N.A.
Name or Names—Print or Type
100 S. Charles Street, 6th Floor, Baltimore, MD 21201-2791
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 Exhibit B attached hereto.

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

See Exhibit A attached hereto.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): McGovern Associates Health Services, Ltd.
[Signature]
(Signature of Debtor)
[Print Name]
Type or Print
(Signature of Debtor)
Type or Print

SECURED PARTY:
[Blank]
(Company, if applicable)
[Blank]
(Signature of Secured Party)
[Blank]
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 Beverly J. Cihan, Esquire, Semmes, Bowen & Semmes,
250 West Pratt Street, Baltimore, Maryland 21201

2/15

520 16

PARCEL NO. 1: BEGINNING for the same at the end of a line measured 268 feet, southeasterly along the south side of Chesapeake Avenue sixty feet wide, from a stone set in the ground at the end of the second line of that lot of ground which by Deed dated on the 21st day of February 1900, and recorded among the Land Records of Baltimore County in Liber N.B.M. No. 242, folio 470, etc., was conveyed by Grafton M. Bosley to Milton W. Offutt; and running thence South 77-3/4 degrees East 120 feet to a point on the south side of said Avenue and at the center of Bosley Avenue forty feet wide; thence bounding on the center of Bosley Avenue with the use of the same in common with others who may be entitled to a similar right, south 12-1/4 degrees West 326 feet; thence North 77 degrees West 120 feet; and thence parallel with Bosley Avenue, North 12-1/4 degrees East 326 feet to the place of beginning. The improvements thereon being known as No. 301 WEST CHESAPEAKE AVENUE.

"EXHIBIT A"

As used herein, "Pledgor" shall mean "Debtor."

BOOK 520 PAGE 17

1. **Collateral.** The Pledgor hereby grants to the Lender a security interest in the following property of the Pledgor:

A. **Accounts.** All of the Pledgor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances, and similar instruments and documents and any rights to any third-party reimbursements, including reimbursements under the Medicare and Medicaid Programs) 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.

B. **General Intangibles.** All of the Pledgor's general intangibles (including, without limitation, the License to Operate 34 comprehensive care beds issued by the Maryland State Department of Health and Mental Hygiene, 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.

C. **Chattel Paper.** All of the Pledgor'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 Pledgor assigns and grants to the Lender a security interest in all property and goods both now owned and hereafter acquired by the Pledgor which are sold, leased, secured, are the subject of, or otherwise covered by, the Pledgor's chattel paper, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

D. **All Equipment and Fixtures.** All of the Pledgor's equipment (including all motor vehicles) and fixtures, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments, and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof. All such fixtures are or will be attached to the real property described in Exhibit A attached hereto, and the record owner of such real property is Maryland C. Gore.

BOOK 520 PAGE 18

E. Motor Vehicles. Each of the Pledgor's motor vehicles described in ~~Exhibit B 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, and (ii) all cash and non-cash proceeds thereof.

F. Other. All of the Pledgor's property described in Exhibit C attached hereto and made a part hereof by reference, together with all products and cash and non-cash proceeds thereof.

The term "Collateral" as used herein means each and all of the items of Collateral described above and the term "proceeds" as used herein includes, without limitation, the proceeds of all insurance policies covering all or any part of such items of Collateral. The term Collateral shall exclude rental property and the purchase money security interest in any purchased property provided that the Lender has specifically consented to the rental of such property or the granting of the purchase money security interest.

EXHIBIT C

BOOK 520 PAGE 19

All rights to the use of the name of Pledgor's nursing home and business, all rights to Pledgor's stationery, brochures and books and records.

BOOK 520 PAGE 20

277557

FINANCING STATEMENT

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

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

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

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Autoterm of Annapolis, Inc.	853	Scenic Hills Way,	Annapolis,	Maryland 21401
Autoterm Leasing	853	Scenic Hills Way,	Annapolis,	Maryland 21401

Name of Secured Party or assignee	No.	Street	City	State
Rourke J. Sheehan	51	Monroe Street,	Ste. 608, Rockville,	Maryland 20850

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

All Debtor's rights to receive any moneys, as commissions or otherwise, due or to become due from Manufacturers Hanover Trust Company and/or Manufacturers Hanover Wheelase, Inc., pursuant to a contract between Debtor and Manufacturers Hanover Trust Company and/or Manufacturers Hanover Wheelase, Inc. (regardless of whether said rights are deemed to be accounts, general intangibles or contract rights).

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

CHECK THE LINES WHICH APPLY

2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

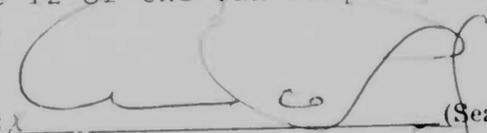
3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street,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

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

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Title 12 of the Tax-Property Article of the Annotated Code of Maryland.

Debtor(s) or assignor(s)

AUTOTERM OF ANNAPOLIS, INC.
sometimes trading as
AUTOTERM LEASING

By:  (Seal)
Wilson D. Powell, President

(Type or print name under signature)

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

RETURN TO: Rourke J. Sheehan
51 Monroe Street,
Ste. 608,
Rockville, Md. 20850

1282

520 21
Recordation tax in the amount of \$56,100 was paid to the Department of Assessments and Taxation on May 16, 1985 in connection with Financing Statement Film 2718 Folio 1399 I.D. #051368400. (Not subject to recordation tax.)

271553

UNIFORM COMMERCIAL CODE FINANCING STATEMENT

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

Debtor Name and Address:

Alleco Inc.
One Allegheny Circle
Cheverly, MD 20781

Secured Parties Names
and Addresses:

Perpetual Savings Bank, F.S.B., as agent (formerly Perpetual American Bank, F.S.B.)
2034 Eisenhower Avenue
Alexandria, VA 22314
Attention: Commercial Lending Department (re: Allegheny Beverage Corporation Account)

First National Bank of Minneapolis, as Agent
First Bank Place East
Minneapolis, MN 55480
Attention: National Accounts Division

Secured Parties are acting as agents for certain financial institutions under the terms of a certain Loan Agreement dated as of May 10, 1985 by and among the Secured Parties, certain financial institutions and Allegheny Beverage Corporation and certain of its direct and indirect subsidiaries, as may be amended from time to time.

250

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

All personal property, tangible and intangible, and fixtures, all whether now owned or hereafter acquired by any Debtor listed above or in which any such Debtor now or hereafter has an interest, wherever located, including, but not limited to: all equipment (including, but not limited to, vending machines, coin-operated washing and drying machines, office and warehouse equipment, motor vehicles, kitchen equipment and implements, china and utensils, furniture and fixtures, all together with related attachments, accessories, tools and parts); inventory (including, but, not limited to, food and food services supplies, cigarettes, and office furniture); instruments; monies (including, but not limited to, monies collected in vending machines and coin-operated washing and drying machines); documents; chattel paper; deposits; accounts, contract rights, intercompany accounts and all other rights to payment or performance of any kind (including, but not limited to, rents for real or personal property, rights under food service, concession and janitorial service contracts, rights to receive rents under leases, rights to payment under food service or concession contracts for the undepreciated interest in any leasehold improvements or equipment); and general intangibles (including, but not limited to, liquor licenses, patents, trade names, trademarks, registrations and applications for registration thereof and any and all goodwill appurtenant thereto, and partnership interests); and all proceeds (including insurance proceeds) and products of all of the foregoing.

520 23

Collateral is or is to become fixtures.

a. Description of real estate

See Exhibit A attached hereto.

b. Name and complete address of record owner:

Alleco Inc.
One Allegheny Circle
Cheverly, MD 20781

c. This financing statement is to be filed in real estate records.

Filed with Clerk of Circuit Court, Anne Arundel Co, MD
 Secretary of State

Proceeds of Collateral are also covered.
 Products of Collateral are also covered.

This financing statement contains 5 pages.

NOV 5 20 1982

Signature of Debtor

ALLECO INC.

By: Mark A. Garfield
Title: VP. Authorized Signer

SCHEDULE A

EXH. A

State of Maryland
Route 50
Annapolis, Maryland

BOOK 526 PAGE 25

BEGINNING for the same at a point on the Northeast side of the Revell Highway, 220 feet wide, in the Northeast right of way line of said Highway at a distance of 110 feet Northeasterly at right angles from Station 77 plus 24.36 of the Base line of the Right of Way of the Through Highway (Revell Highway) as shown on the State Roads Commission Plat No. 9893, heretofore erroneously referred to as State Roads Commission Plat No. 9895; thence from the point of beginning so fixed and binding on the Northeast Right of Way line of said Highway North 63 degrees 28' 43" West 781.64 feet to a point; said point being located 110 feet Northeasterly at right angles from Station 85 plus 06.00 of the Base Line of the Right of Way of the Through Highway (Revell Highway) as shown on the State Roads Commission Plat No. 9894; thence still binding on said Northeast Right of Way Line North 19 degrees 45' 20" West 42.13 feet to a point; said point is located 20 feet Southeasterly at right angles from Station 1 plus 40 of the Base Line of the Spur Left as shown on the aforementioned State Roads Commission Plat No. 9894; thence binding on the Southeast side of Yorktown Road, 40 feet wide, North 28 degrees 45' 17" East 801.43 feet to a point which marks the Southwesternmost corner of that conveyance from Labrot, Inc. to Benjamin Robinson and Sarah S. Robinson, his wife, by Deed dated May 30, 1928 and recorded among the Land Records of Anne Arundel County in Liber FSR 28 folio 368; thence leaving said Yorktown Road and binding on the Southwest outline with meridian corrected, of said conveyance to Robinson, South 63 degrees 41' 40" East 810.44 feet; thence leaving said conveyance and running South 28 degrees 33' 20" West 833.53 feet to the point of beginning. Containing 15.484 acres of land, more or less, within the bounds of this description, according to a survey and plat made by James D. Nicks, County Surveyor, in June, 1957.

BEING the same lot of ground which by Deed dated January 25, 1980 and recorded among the Land Records of Anne Arundel County in Liber 3285, folio 582, was granted and conveyed by Morton M. Lapidés and Claude LeRoy Dixon, co-partners trading as Sheraton Chesapeake Inn unto Allegheny Beverage Corporation.

To: Anne Arundel County

BOOK 520 PAGE 26
STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/68

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. 251194 recorded in
Liber 471, Folio 336 on March 12, 1984 (Date).

1. DEBTOR(S):

Name(s) Arundel Geriatric & Nursing Center
Address(es) 7355 Furnace Branch Rd. Glen Burnie, Maryland 21061

2. SECURED PARTY:

Name Maryland National Bank
Address 1713 West Street Annapolis, Maryland 21401

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES.

SECURED PARTY

Maryland National Bank

By Pamela Mannion-Hale

Branch Officer

(Type, Name and Title)

DEBTOR(S)

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

10
8

520 PAGE 27

FINANCING STATEMENT

1500

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

- To be recorded in the:
- (1) Financing Statement Records of the Maryland Department of Assessments and Taxation _____
 - (2) Financing Statement Records of Anne Arundel County, MD X

1. NAME AND ADDRESS OF DEBTOR:

CMS CONTRACTORS, INC.
133 Defense Highway
Suite 108
Annapolis, Maryland 21401

2. NAME AND ADDRESS OF SECURED PARTY:

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

RECORD FEE	13.00
RECORD TAX	1050.00
POSTAGE	.50
#089850 0055 R02 T13:48	
	11/12/87

3. This Financing Statement covers all of the following property of the Debtor:

- A. INVENTORY. All of the Debtor's inventory both now and hereafter acquired, wherever located, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. ACCOUNTS. All of the Debtor's accounts without limitation, all notes, notes receivable, drafts,

1050.50
JD

1050.50
13.50



acceptances, and similar instruments and documents) both now owned and hereafter acquired, together with (i) all 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, 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 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 accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) will replacements thereof and substitutions therefor.

4. Subject to recordation tax on the principal amount of

One Hundred Fifty Thousand and No/100ths

(\$150,000.00), which recordation has been paid to Anne Arundel County.

Date: 11/10/87

[Signature]

DEBTOR:

CMS CONTRACTORS, INC.

By: [Signature] (SEAL)
Nancy S. Cox, President

RETURN TO:

MICHAEL R. ROBLYER, P.A.
Attorney at Law
7 Willow Street
Annapolis, Maryland 21401

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.

8. All or a portion of the property described above is affixed or is to be affixed to on the real estate described on Exhibit A attached hereto and made a part hereof by reference.

DEBTOR:

SECURED PARTY:

First National Bank of
Maryland

Leona B. Munoz
Leona B. Munoz, t/a Little
World Child Development
Center

By: Peggy A. Hall
Peggy A. Hall, Assistant
Vice President

Ramon A. Munoz
Ramon A. Munoz, t/a Little
World Child Development
Center

Address where Collateral
will be located:

478 Higgins Drive
Odenton, Maryland 21113

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

A:F34032.FS
A:F9

BEGINNING for the same at a point on the northwest side of Higgins Drive, 50 feet wide; said point of beginning being the same point as in a conveyance from George A. McCauley and Nettie, his wife, to Henry D. Eustler and Monie, his wife, by deed dated July 6, 1962, and recorded among the Land Records of Anne Arundel County in Liber GTC 1577, folio 69; thence leaving said Higgins Drive and running from the place of beginning so fixed and with a part of the southwest outline of said conveyance to Eustler, North $48^{\circ} 31'$ West 150.06 feet; thence running across said conveyance to Eustler, North $34^{\circ} 30'$ East 103.78 feet to a point on the northeast outline of said conveyance; thence running with part of the said northeast outline, South $60^{\circ} 53'$ East 150.0 feet to a point on the northwest side of said Higgins Drive; thence running with said north side of Higgins Drive, South $34^{\circ} 30'$ West 136.30 feet to the place of beginning. Containing 0.41 of an acre, more or less, according to a description prepared by J.R. McCrone, Jr., Inc., Registered Surveyors, in August 1969, without the benefit of a field survey. The improvements thereon being known as No. 478 Higgins Drive.

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 493
ID No. _____

Page No. 543

- William J. and Jean L. Wroten
Name or Names - Print or Type
1. Debtor(s)
P.O. Box 1304 Glen Burnie, MD 21061
 Address-Street No. City, State, ZIP
- Mercantile Mortgage Corporation
Mercantile-Safe Deposit & Trust Company
 Name or Names - Print or Type
2. Secured Party
P.O. Box 17027 Baltimore, MD 21203
 Address-Street No. City, State, ZIP
3. Maturity Date (if any) n/a
4. Check Applicable Statement:

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

Dated May 27, 1987

MERCANTILE MORTGAGE CORPORATION
Paul W. Parks
Paul W. Parks, President

MERCANTILE-SAFE DEPOSIT AND TRUST
Ronald D. Mettam
Ronald D. Mettam, Vice President

c/02243d

1050

EXHIBIT "A"

BOOK 520 PAGE 34

BEING KNOWN AND DESIGNATED AS Lots Eight (8), and Nine (9), Section "N", as shown on the Plat of Portworth in Anne Arundel County, formerly known as "GREENHAVEN, ARMIGER ADDITION", which plat is duly filed among the Land Records of Anne Arundel County, in Plat Book 4, folio 42 at Plat 179, and lying in the Third Election District of Said County.

COUNTY TITLE AGENCY, INC.
9 Crain Hwy., N.E.
P.O. Box 356
GLEN BURNIE, MD 21061

5:20 FILE 35 270501

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)
Brooks Fashion Stores, Inc.
370 Seventh Avenue
New York, New York 10001

2. Secured Party(ies) and address(es)
Morgan Guaranty Trust
Company of New York
150 Williams Street
New York, New York 10038
Attention: Bruce R. Jordan

3. Maturity date (if any):
For Filing Officer
(Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:
See Schedule I consisting of one (1) page
which is attached hereto and incorporated herein.

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

"RECORDATION TAX IS BEING PAID ON NOVEMBER 12, 1987
AT THE SECRETARY OF STATE'S OFFICE, MARYLAND."

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: 1

Filed with:

Brooks Fashion Stores, Inc.
MR. JOSEPH N. ZAWADZKI
SENIOR VICE PRESIDENT FINANCE

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

Morgan Guaranty Trust Company of New York
MARCIA REILLY, ASSISTANT VICE PRESIDENT

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

STANDARD FORM - FORM UCC-1

(1) FILING OFFICER COPY - ALPHABETICAL

Schedule I

This Schedule I, consisting of one (1) page, is attached to and incorporated in a financing statement pertaining to Brooks Fashion Stores, Inc., as Debtor, and Morgan Guaranty Trust Company of New York, as Secured Party.

The Debtor may also operate under or use, and this financing statement is also to be indexed under, the following Trade Names: Brooks, T. Edwards, Nugents, On-Stage, Alberts, or Cains.

The financing statement covers the following types (or items) of property, whether now owned or hereafter acquired:

All goods, inventory and merchandise acquired or to be acquired by the Debtor through the use of letters of credit heretofore or hereafter issued by the Secured Party; all documents, instruments, insurance policies and certificates relating thereto, securities, funds, contract rights, general intangibles, choses in action, and other forms of property, whether real, personal or mixed, in each case relating to such goods, inventory or merchandise acquired or to be acquired by the Debtor through the use of letters of credit heretofore or hereafter issued by the Secured Party; and all proceeds of any and all of the foregoing.

CERTIFICATE OF OFFICER OF
BROOKS FASHION STORES, INC.

State of Maryland

I, JOSEPH N. ZAWADZKI, Senior Vice President -
Finance and Secretary of Brooks Fashion Stores, Inc. (the
"Debtor"), do hereby certify that:

1. This affidavit is provided in connection with the Uniform Commercial Code financing statements filed against the Debtor by Morgan Guaranty Trust Company of New York and Harris Bank International Corporation, as secured parties, with the Secretary of State of Maryland; and
2. The Debtor is subject to the State of Maryland Recordation Tax with respect to \$1,468,531.00 of collateral.

IN WITNESS WHEREOF, the undersigned has executed
this instrument on November , 1987.


 Joseph N. Zawadzki,
 Senior Vice President
 Finance and Secretary

520 PAGE 38

279565

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)

Brooks Fashion Stores, Inc.
370 Seventh Avenue
New York, New York 10001

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

Harris Bank International
Corporation
345 Park Avenue
New York, New York 10154
Attention: Arni Rivera

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

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

See Schedule I consisting of one (1) page
which is attached hereto and incorporated herein.

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

CK

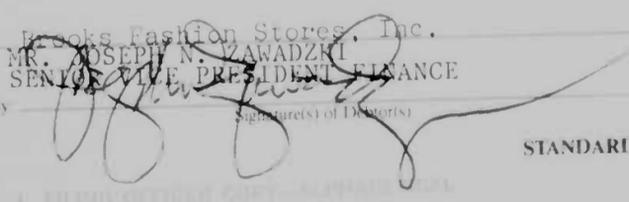
"RECORDATION TAX IS BEING PAID ON NOVEMBER 12, 1987
AT THE SECRETARY OF STATE'S OFFICE, MARYLAND."

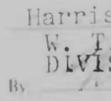
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- 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: 1

Filed with:

Brooks Fashion Stores, Inc.
MR. JOSEPH N. ZAWADZKI
SENIOR VICE PRESIDENT FINANCE
By: 
Signature(s) of Debtor(s)

Harris Bank International Corporation
W. T. CALDER, VICE PRESIDENT AND
DIVISION ADMINISTRATOR
By: 
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1

L. FILIPPO GOTTIERO GIFT - ALPHEUS 1981

Schedule I 520 39

This Schedule I, consisting of one (1) page, is attached to and incorporated in a financing statement pertaining to Brooks Fashion Stores, Inc., as Debtor, and Harris Bank International Corporation, as Secured Party.

The Debtor may also operate under or use, and this financing statement is also to be indexed under, the following Trade Names: Brooks, T. Edwards, Nugents, On-Stage, Alberts, or Cains.

The financing statement covers the following types (or items) of property, whether now owned or hereafter acquired:

All goods, inventory and merchandise acquired or to be acquired by the Debtor through the use of letters of credit heretofore or hereafter issued by the Secured Party; all documents, instruments, insurance policies and certificates relating thereto, securities, funds, contract rights, general intangibles, choses in action, and other forms of property, whether real, personal or mixed, in each case relating to such goods, inventory or merchandise acquired or to be acquired by the Debtor through the use of letters of credit heretofore or hereafter issued by the Secured Party; and all proceeds of any and all of the foregoing.

11/02/87/-COM001311/PMG/jc

CERTIFICATE OF OFFICER OF
BROOKS FASHION STORES, INC.
State of Maryland

I, JOSEPH N. ZAWADZKI, Senior Vice President -
Finance and Secretary of Brooks Fashion Stores, Inc. (the
"Debtor"), do hereby certify that:

1. This affidavit is provided in connection with the Uniform Commercial Code financing statements filed against the Debtor by Morgan Guaranty Trust Company of New York and Harris Bank International Corporation, as secured parties, with the Secretary of State of Maryland; and
2. The Debtor is subject to the State of Maryland Recordation Tax with respect to \$1,468,531.00 of collateral.

IN WITNESS WHEREOF, the undersigned has executed this instrument on November , 1987.


 Joseph N. Zawadzki,
 Senior Vice President
 Finance and Secretary

520 41

270566

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

3 Maturity date (if any)

1 Debtor(s) (Last Name First) and addresses

2 Secured Party(ies) and addresses

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

Sobel, Henry J.
Sobel, Patricia
1800 View Top Ct.
Annapolis, MD 21401

IR SYNTHETIC CREDIT CORP.
c/o Integrated Resources, Inc.
666 Third Avenue
New York, New York 10017

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

Debtor's limited partnership interest in Synthetic Industries L.P., a Delaware limited partnership, including all of Debtor's rights and interests in said partnership and any successor partnership under the partnership agreement relating thereto, including but not limited to, the right to receive any distributions therefrom.

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

"NOT SUBJECT TO RECORDATION TAX."

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

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

IR SYNTHETIC CREDIT CORP.

Henry J. Sobel
Patricia Sobel
Signature(s) of Debtor(s)

Title

By: *Lawrence L. Taylor*
Signature(s) of Secured Party(ies)

Attor in fact
Title

STANDARD FORM - FORM UCC-1.

		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 inapplicable words</small>				
Debtor(s) Name(s) and Address(es) Baldwin Service Center, Inc. 41 Defense Highway Annapolis, Anne Arundel, MD 21401		Secured Party Name and Address The CIT Group/Equipment Financing, Inc. 1301 York Road Lutherville, MD 21093		
Assignor 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: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small> One (1) New Benati Model 7.16 Crawler Loader s/n 716164				
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>Baldwin Service Center, Inc.</u>		Secured Party <u>The CIT Group/Equipment Financing, Inc.</u>		
By <u>[Signature]</u> (Seal) Title <u>Pres.</u>		By _____		
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>				
Type or print name(s) of person(s) signing S-5A 989D		Type or print name of person signing		

CK

270509

BOOK 520 PAGE 43

This FINANCING STATEMENT is presented to a filing Office by filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented: _____

The Debtor is a non-collateral party.

The filing (if any) does have no filing Office.

1. Debtor's Name (Print and Addressing) JOSEPH F. PARTONEN DAWN H. PARTONEN 1745 F. FLANDERS LANE HARWOOD MD 20776	2. Secured Party Name(s) and Address(es) GREEN TREE ACCEPTANCE INC. 2000 BRITZ BLVD J #245 WOODBRIDGE VA 22191
--	---

3. This filing covers the following item(s) or item(s) of property:
1981 CHAMPION
44 X 24 SERIAL #: 0710072020
HAND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANANCES THEREIN AND THERETO, INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S PRODUCT LABEL. **AGREEMENT AND/OR RETAIL**

4. Assignment of Secured Party and Address(es): _____

5. Describe Real Estate (use This statement is to be entered in the Real Estate Records. 9. Name of a Record Owner: _____

6. 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 3)

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral which is appropriate (see 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: Joseph F. Partonen Dawn H. Partonen Isabel Mandrich
 (Signature(s) of Debtor(s)) (Signature(s) of Secured Party(ies))
 (Required only if Item 10 is checked)

12/83 FILING OFFICER COPY - NUMERICAL
 STANDARD FORM - FORM DEC. 1 - Approved by Secretary of Commonwealth of Pennsylvania

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 270570

Name Margaret C. Ripley
Address 32 S Bruce Street, Laurel, MD 20707

2. SECURED PARTY

Name Home Owners Funding Corp. of America
Address Three Burlington Woods, Burlington, MA 01803

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

3. Maturity date of obligation (if any) _____

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

Make Windsor Year 1969
Size 65x12 Serial # 60126719

Name and address of Secured Party

Used Mobile Home - together with all appliances, equipment, accessories, parts and accessories thereon and all proceeds, replacements or additions therefore and all substitutions, all as more fully described in the Manufactured Home Retail Installment Sales Agreement between Debtor and Secured Party. 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 Margaret C. Ripley
(Signature of Debtor)

Margaret C. Ripley
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Cheri Rand
(Signature of Secured Party)

Home Owners Funding Corp. of America
Type or Print Above Signature on Above Line

11/50

270511

THIS FINANCIAL STATEMENT IS presented to the Filing Officer as being true and correct to the best of the Debtor's knowledge.

1. Debtor(s) Name, Last and Address(es)
Aeronautical Radio, Inc.
2551 Riva Road
Annapolis, MD 21401

2. Secured Party(ies) Name(s) and Address(es)
Diamond Acceptance Corp.
Puddle Hill, Suite 205
Patuxent, MA 01760

3. The Debtor(s) has/have no filing office.
4. For Filing Officer State Use - Leave No Filing Office

5. The Financial Statement covers the following type(s) of property:
1 IMS-286 PC/AT Computer Ser.# 008708
1 AT Multifunction Card Ser.# 3757443
1 20 MB Hard Disk
1 350KB Disk Drive

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

Products of the Collateral are also covered.
8. This statement is to be entered in the Real Estate Records.
9. Name of Record Owner
Transaction is not subject to recordation tax

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

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
 which proceeds of the original Collateral described above in which a security interest was perfected, or
 assigned after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has expired, or
 already subject to a security interest in another jurisdiction
 when the Collateral was brought into this State or when the Debtor's location was changed to this State

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

Aeronautical Radio, Inc. (ARINC)
John R. Caposera, Dir
Contracts & Purchases
Filing Officer Copy - Numerical

Signature of Secured Party
Required only if Item 10 is checked
Commonwealth of Pennsylvania

ANNE ARUNDEL CO.

ACC. #024-68-653239

BOOK 520 PAGE 47

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. 261962 Dated May 23, 1986

Record Reference Book 498, Page 263

2. DEBTOR is:

Name: Phillips, Jeanne Y. (Last Name First)

Address: 1306 Phil-Mar Drive, Hanover, MD 21076

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: 11/04, 19 87

By: Leonard M. Malczewski (Title) Consumer Loan Officer

012-1721-0537

Handwritten: 2.00, 50, 4.050

Stamp: SIGNET BANK/MARYLAND CONSUMER LOAN DEPT. P. O. BOX 1573 BALTIMORE, MD. 21203

J. M. HITCH

STATE OF FLORIDA FINANCING STATEMENT (MICHIGAN PROFESSIONAL EDITION FORM 1023 - 1997)

DEBTOR (Last Name, First, & Suffix)

1A NAME Stinger Products, Inc. d/b/a
Stinger Screw Products, Inc.
MAILING ADDRESS 821 Oregon Avenue
CITY Linthicum Heights, STATE Md. 21090
MULTIPLE DEBTOR (If Any) (Last Name, First, & Suffix)
NAME
1B MAILING ADDRESS
CITY STATE
MULTIPLE DEBTOR (If Any) (Last Name, First, & Suffix)
NAME
1C MAILING ADDRESS
CITY STATE
SECURED PARTY (Last Name, First, & Suffix)
2A NAME SunBank/South Florida,
National Association
MAILING ADDRESS 25 South Andrews Avenue
CITY Ft. Lauderdale, STATE FL. 33301
MULTIPLE SECURED PARTY (If Any) (Last Name, First, & Suffix)
NAME
2B MAILING ADDRESS
CITY STATE
ASSIGNEE OF SECURED PARTY (If Any) (Last Name, First, & Suffix)
NAME
3 MAILING ADDRESS
CITY STATE

THIS SPACE FOR USE OF FILING OFFICER
(Date, Time, Number, and Filing Office)

BOOK 520 PAGE 48

270573

AUDIT UPDATE

4 THE FINANCING STATEMENT NET covers the following types of items of property for which distribution of net property on which located and owner of record when required. If more space is required, attach additional sheets 11" x 17".

See Schedule A attached hereto and made a part hereof.

5 Products of collateral are covered as provided in Sections 679.203 and 679.306, F.S. Yes

6 Filed with: Anne Arundel County

7 No. of additional sheets presented: one

8 (Check) All documentary stamp taxes due and payable or to become due and payable pursuant to Section 201.22, F.S. have been paid.
 Florida Documentary Stamp Tax is not required.

9 This statement is filed without the debtor's signature to perfect a security interest or collateral. (Check if so.)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is grounds of the original collateral described above in which a security interest was perfected as to which the filing was issued.
 acquired after a change of name, identity, or corporate structure of the
 debtor, or secured party.

10 (Check if so)
 Debtor is a transferee entity.
 Products of collateral are covered.

NAME AND ADDRESS OF PREPARER
H.A. Haubner
Asset Based Lending
25 South Andrews Avenue
Fort Lauderdale, FL. 33301

13 Return Copy To:

NAME Sun Bank/South Florida, National Association
ADDRESS 25 South Andrews Avenue
H.A. Haubner - Sixth Floor
CITY Fort Lauderdale, FL.
STATE FL. ZIP CODE 33301

11 SIGNATURE(S) OF DEBTOR(S)
STINGER PRODUCTS, INC.

12 SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE
SUN BANK/SOUTH FLORIDA,
NATIONAL ASSOCIATION
Pat Cloninger, Vice President

All now owned or hereafter acquired accounts, instruments, general intangibles, documents, contracts, contract rights, chattel paper and all forms of obligations owing to Debtor and all of Debtor's rights in, to and under all collateral security and guarantees of any kind given by any obligor with respect to any of the foregoing and all of Debtor's other rights with respect to any of the foregoing, including the right of stoppage in transit and the right to receive or claim returned goods, and all proceeds of any of the foregoing.

All inventory of Debtor, now owned or hereafter acquired, wherever located, and including, but not limited to, finished goods, such as construction screws and fasteners, and all additions, substitutions, and replacements thereto and all returns and refunds applicable thereto and the right to collect the same, and further including, but not limited to, inventory located at 2510 Camp Street, Carrollton, Texas; 821 Oregon Avenue, Baltimore, Maryland; 3169 S.W. 25th Street, Pembroke Park, Florida; and 675 Manville, Compton, California.

BDS
PC

BOOK 520 PAGE 50

370574

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: Bud Harding Contractors, Inc.
(Name or Names—Last Name First)
402 Marlboro Rd., Lothian, MD 20711
(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-Koehring 6620 Excavator
w/30" Bucket
S/N 172147

- 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: Celrk, Circuit Court for Anne Arundel County
Maryland Department of Assessments & Taxation

9. RETURN TO: McClung-Logan Equipment Co., Inc.
4601 Washington Blvd.
Baltimore, MD 21227

Dated this 2 day of NOVEMBER, 19 87

DEBTOR: Bud Harding Contractors, Inc.

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

By: [Signature] (Title)

By: [Signature] (Title)

Edward C. Harding, Jr. President
(Print Name & Title)

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

11/50

FINANCING STATEMENT FORM UCC-1

270575

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 DUE

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

CSC DOES NOT REQUIRE RECORDATION TAX

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

1. DEBTOR

Name Herb Rose, Inc. T/A Bay Hills Golf Club

Address Arnold, MD 21012

2. SECURED PARTY

Name E-Z-Go Division Textron, Inc.

P.O. Box 388

Address Augusta, GA 30913

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

3. Maturity date of obligation (if any) _____

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

Name and address of Assignee
Textron Financial Corporation
10 Dorrance Street
Providence, RI 02903

All goods (including equipment and inventory) wherever located, whether now owned or hereafter acquired by Debtor, produced or distributed by E-Z-Go Division of Textron Inc., including but not limited to golf cars, utility vehicles, parts and accessories therefore; and proceeds of all 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)

ANNE ARUNDEL

X HERB ROSE
(Signature of Debtor)

Herb Rose, Inc. T/A Bay Hills Golf Club
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

12/30



*Recordation tax in the amount of \$ 513.15 was paid to the Maryland S.D.A.T. on November 12, 1987.

270576

BOOK 520 PAGE 52

Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ 155,493.00
- To Be Recorded in Land Records of _____

Record in:

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

1. Debtor(s) NAME: HUDSON TRAIL OUTFITTERS, LTD., Street: 8525 Atlas Drive, City: Gaithersburg, State: MD 20877
 Annapolis Mall #86 - Annapolis, MD 21401

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

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

Check one or more boxes as applicable

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

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

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

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

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

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

Title Owner of Real Estate: _____

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

Secured Party: SOVRAN BANK/MARYLAND

By: Joseph R. Cassidy

Type Name: Joseph R. Cassidy

Title: _____

Debtor(s) or Assignor(s)
 HUDSON TRAIL OUTFITTERS, LTD.,
 a Maryland corporation

By: Henry F. Cohan

Henry F. Cohan, President - Treasurer

Type or Print Name and Title of Each Signature

AFTER RECORDING, MAIL TO:
 E. CHILDS, GOSWELL & SMITH, P.A.
 6510 Ivy Lane Drive, Suite 400
 Bethesda, Maryland 20817

File No. dch. 87-412-3
25A

NOV 5 20 53

270507

This form (No. 1227 MC) is provided to a filing officer for filing pursuant to the Uniform Commercial Code.

No. of Affidavit Sworn Presented

The Debtor is a transmitting entity

1. Debtor(s) (Last Name, Firm and Address(es))

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

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

Aeronautical Radio, Inc
(ARINC)
2551 Riva Rd
Annapolis, MD 21401

Diamond Leasing
Div. of ReDivision Leasing
Natick, MA 01760
Apple Hill, Suite 205

5. This Filing Statement covers the following types for items of all property:

This filing is for notification purposes only and is not intended to create a security interest.
See Attached Schedule

6. Agreement of Secured Party and Address(es)

Products of the Collateral are also covered

8. Describe Real Estate Item

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 to be affixed to *
 The number to be cast or minerals or the like (including oil and gas) is on *
*Describe Real Estate in Item 8.

Transaction is not subject to recording tax

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 which appropriate law:
 which is different, if 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 no effect, 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 term Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignor(s) and Consignee(s), or
 Lessor(s) and Lessee(s)

Aeronautical Radio, Inc.
 John F. Capossela, Dir Purchasing & contracts

Diamond Leasing
[Signature]

(1) Filing Office Copy - Numerical

Signature of Secured Party(ies)
(Required only if Item 10 is checked)

12-80

STANDARD FORM 100-1 (REV. 11-71) Approved by Secretary of Commonwealth of Pennsylvania

ADDENDUM TO LEASE # _____ and UCC- 1 FINANCING STATEMENT
dated August 20, 1987 between Diamond Acceptance and
Aeronautical Radio, Inc.

Page 1 of 1

<u>QTY</u>	<u>DESCRIPTION</u>	<u>Serial No.</u>
1	IBM AT Model 339 30 MEG 1.2 Floppy, 512KB RAM	339972 5170-7338576
1	Paradise Mono Graphics Card	
1	RAM Card (AT)	
1	Magnavox Monochrome Monitor, Green	
1	Emulex ATS-170 Hard Disk w/60 MB Tape Backup System	52830392

Aeronautical Radio, Inc.

by:

✓ John F. Capossela
John F. Capossela,
Director of Purchases &
Contracts

270578

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):
 John L. Wright Jr. DBA John L. Wright Company
 1121 Cedar Cliff Drive
 Glen Burnie, Md. 21061
 (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:

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

1 Melroe Bobcat diesel Loader M743 S/N 32673
 Flotation tires 60" Bucket w/ 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.

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

DEBT EXCEEDS \$200.00
 Proceeds of the collateral are also covered.
 Filed with: Sec. of State Filing Office of _____ County/City

8. Signatures:

John L. Wright Company

John C. Louis Company, Inc.

By John L. Wright Jr. Debtor(s) [or Assignor(2)]
 John L. Wright Jr. President

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

(2) Filing Officer Copy — Alphabetical

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

FORM UCC

1

270579

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. \$ XXXX

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

This financing statement Dated October 15, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Frederick Herold & Associates, Inc.

Address 1864 Aberdeen Circle, Crofton, MD 21114

2. SECURED PARTY

Name Merrill Lynch Business Financial Services Inc.

Address 33 W. Monroe, Chicago, IL 60603

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

3. Maturity date of obligation (if any) NONE

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

All inventory, furniture, fixtures, equipment, documents, instruments, chattel paper, accounts, contract rights, and general intangibles of Debtor, whether now owned or hereafter acquired, together with all proceeds thereof.

Name and address of Assignee

IS SUBJECT TO RECORDATION TAX. COLLATERAL AMOUNT IS \$3000.00. TAX OF \$21.00 IS BEING PAID

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Frederick W. Herold (Pres.)
(Signature of Debtor)

Frederick Herold & Associates, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Merrill Lynch Business Financial Services Inc.
Type or Print Above Signature on Above Line

15 21 30

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):
 Mick, Bobby B.
 Mick, Stacey L.
 116 Patuxent Mobile Estates
 Lothian, MD 20711

(2) Secured Party(ies) (Name(s) and Address(es):
 Home Owners Funding Corp. of
 America
 Three Burlington Woods
 Burlington, MA 01803

(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

OK

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

Make Windsor Year 1972 Size 70x14 Serial #ZWI701410937
 Used Mobile Home - Together with all appliances, equipment, accessories, parts and accessories thereon and all proceeds, replacements or additions therefore and all substitutions, all as more fully described in the Manufactured Home Retail Installment Sales Agreement between Debtor and Secured Party.

Products of the Collateral Are Also Covered.

(6) Signatures, Debtor(s)

Secured Party(ies) [or Assignees]

Bobby B. Mick
Stacey L. Mick
 Standard Form Approved by N.C. Sec. of State and other states shown above.

Home Owners Funding Corp. of America

(By) *Chris Gandy*

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

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

(1) Filing Office Copy - Numerical

UCC-1

BOOK 520 PAGE 58
STATE OF MARYLAND

271501

FINANCING STATEMENT FORM UCC1

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 Norman T. Cully Excavation Construction, Inc.
Address 111 Restgate Road Annapolis, MD 21401

2. SECURED PARTY

Name State Equipment, Division of Secorp National, Inc.
Address 30 Feller Avenue Lancaster, PA 17601

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)

Norman T. Cully Excavation Construction, 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 E. KIMMEL ADMIN. V.P.
Type or Print Above Signature on Above Line

350

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property, including of insurance, encumbrance, 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 as due and payable. The Balance is immediately due and payable, and Buyer shall immediately deliver possession of the collateral to Holder...

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart R. Glaver, 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...

GUARANTORS ENDORSERS SIGN HERE

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

(Guarantor Endorser) (U.S.) (Guarantor Endorser) (U.S.)
(Guarantor Endorser) (U.S.) (Guarantor Endorser) (U.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property") and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer thereon named ("Buyer") of any payment of 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.

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, and all regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewal thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or payment or accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or payment or accomplishment shall not relieve Seller of any or part of its liability to Assignee. Assignee is hereby authorized to file one or more financing statements, agent or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer. Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price, that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and or repossession and or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

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

Date _____ 19____
(Witness) _____

State Equipment, Division of
Secorp National, Inc. (SEAL)
Signature of Seller
By: [Signature]
Executive Vice-President/Treasurer

270502

BOOK 520 PAGE 61

1. State Billing Account #	No. of additional sheets	Liber	Page	For Filing Officer (Date, Time, Number, and Filing Office)
2 Debtor(s) (Last Name First) and address(es)		3 Secured Party(ies) and address(es)		Do Not Use This Box
Hartley Marine, Inc. 2830 Solomon's Island Rd. 111 West Central Ave. Edgewater, MD 21037 and all other locations.		ITT COMMERCIAL FINANCE CORP. 2690 Crooks Rd. Suite 300 P.O. Box 1349 Troy, Michigan 48099		
4 Name and address(es) of assignee(s) (if any)		CHECK <input checked="" type="checkbox"/> if applicable		
		5 <input checked="" type="checkbox"/> Products of collateral are also covered		
		6 <input type="checkbox"/> Collateral was brought into this state subject to a security interest in another jurisdiction		OK

7 This financing statement covers the following types (or items) of property:
 All inventory, raw materials, goods in process, finished goods, machines, machinery, furniture, furnishings, fixtures, vehicles, equipment, accounts receivable, book debts, notes, chattel paper, acceptances, rebates, incentive payments, drafts, contracts, contract rights, choses in action, and general intangibles, whether now owned or hereafter acquired, and all attachments, accessions and additions thereto, substitutions, accessories, and equipment therefore, and replacements and proceeds.

Hartley Marine, Inc. ITT COMMERCIAL FINANCE CORP.
 _____ by _____
 Signature(s) of Debtor(s) (Signature of Secured Party or Assignee of Record)
 SECRETARY OF STATE COPY 1150

NUMBER OF SHEETS 520 PAGE 62 PRINT OR TYPE ALL INFORMATION ATTACHED

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

TO: [] STATE CORPORATION COMMISSION Uniform Commercial Code Division, Box 1197 Richmond, Virginia 23209 [X] Clerk of the Circuit Court, Anne Arundel County, Virginia

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.

#266203 Book 508, Page 531

Index numbers of subsequent statements (For office use only)

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

Herson Cohn Enterprises 15525 Frederick Road Rockville, MD 20855 1701 West Street Annapolis, MD 21401

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 (X) TERMINATION

Name & address of Secured Party

Maryland National Bank 8400 Baltimore Blvd. College Park, MD 20740

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered ()

Description of collateral covered by original financing statement

OK

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:

Maryland National Bank

By: [Signature] VP 11/5/87

Signature of Debtor if applicable (Date)

Signature of Secured Party if applicable (Date)

DISTRIBUTION: White Copy - SCC Filing Copy, Blue Copy - SCC Duplicate Copy - return to Secured Party, Green Copy - Circuit Court Filing Copy, Canary Copy - Circuit Court Duplicate Copy - return to Secured Party, Pink Copy - Debtor's Copy, Gold Copy - Secured Party's Copy



270504

BOOK 520 PAGE 63

Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ 200,000.00
- To Be Recorded in Land Records of _____

Record in:

- SD&T
- Montgomery County
- Prince George's County
- Other Anne Arundel Co.

NAME	Street	City	State
1 Debtor(s)			
<u>Bengtson, DeBell, Elkin & Titus, Ltd.</u>			
	<u>11220 Lockwood Drive</u>	<u>Silver Spring, MD 20901</u>	<u>Montgomery Co.</u>
	<u>2600 Caborer Drive, Suite 4</u>	<u>Hanover, MD 21076</u>	<u>Anne Arundel Co.</u>

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

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

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

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

Title Owner of Real Estate _____

RECORD FEE 11.00
 TOTAL 11.00
 #091570 0055 R02 T08:49
 11/16/87

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

Debtor(s) or Assignor(s)

Secured Party: SOVRAN BANK/MARYLAND

Bengtson, DeBell, Elkin & Titus, Ltd.

By: [Signature]
 Type Name David A. Wood, Jr.

BY: [Signature]
John T. DeBell

Title First Vice President

 Type or Print Name and Title of Each Signature

I certify under penalty of perjury that recordation tax in the amount of \$ 660 was paid on 11-6-87 to STATE DEPT OF ASSESS. & TAXATION
[Signature] Authorized Signature

1100
[Signature]



BOOK 520 PAGE 04

270505

Financing Statement

COPY FOR FILING

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

Record in:

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

NAME	Street	ADDRESS City	State
1. Debtor(s):			
Bengtson, DeBell, Elkin & Titus, Ltd.			
11229 Lockwood Drive		Silver Spring, MD 20901	Montgomery Co.
2600 Caborer Drive, Suite 4		Hanover, MD 21076	Anne Arundel Co.

2. Secured Party: SOVRAN BANK/MARYLAND
6600 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: _____

RECORD FEE 11.00
POSTAGE .50
#091580 0055 R02 T08:50

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

11/16/87
CK

Debtor(s) or Assignor(s)

Bengtson, DeBell, Elkin & Titus, Ltd.

Secured Party: SOVRAN BANK/MARYLAND

By: David A. Wood, Jr.

BY: John T. DeBell

Type Name David A. Wood, Jr.

John T. DeBell

Title First Vice President

Type or Print Name and Title of Each Signature

11/16/87

270500

REC'D 5:20 PM '85

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

RECORD FEE 18.00
POSTAGE .50
#091840 0237 R02 T11:01
11/16/87
OK

FINANCING STATEMENT

1. Debtor:
ANNAPOLIS OVERLOOK
LIMITED PARTNERSHIP

Address:
GILLIGAN DEVELOPMENT, INC.
c/o Mr. Kevin Gilligan
1655 Crofton Blvd.
Crofton, Maryland 21114

2. Secured Party:
DIVERSIFIED FINANCAL
SERVICES, INC.

Address:
1832 George Avenue
Annapolis, Maryland 21401

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

18.00
18.50

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 development of the property as residential condominium units.

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: ANNAPOLIS OVERLOOK LIMITED PARTNERSHIP

BY: GILLIGAN DEVELOPMENT, INC.
General Partner

BY:  (SEAL)
Kevin E. Gilligan, Vice-President

Dated: Nov. 12, 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

d40627ms.fin



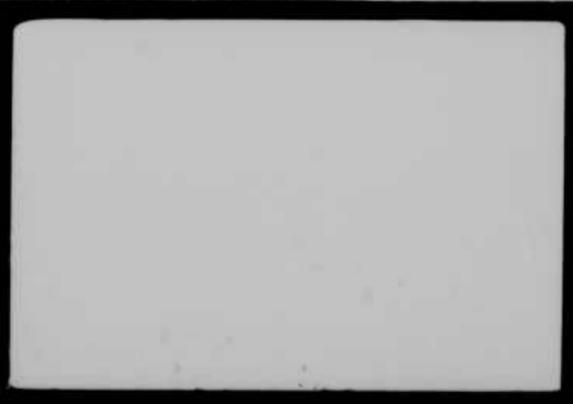


EXHIBIT "A"

BEGINNING FOR THE SAME on the southwestern right of Way line of Forest Drive, MD Route 665 (50 feet wide) and the northern most corner of a parcel of land owned by Joseph W. Cook as recorded among the land records of Anne Arundel County, Maryland in Liber WNW10, Folio 148; thence binding on the southerly right of way of Forest Drive

1. South 52 degrees 18 minutes 24 seconds East 1076.90 feet; thence binding on the westerly right of way line of Annapolis Neck Road
2. South 39 degrees 34 minutes 33 seconds East 303.46 feet; thence leaving said right of way and binding on the outline of said parcel, the following 6 bearings and distances
3. South 50 degrees 25 minutes 38 seconds West 31.43 feet;
4. South 5 degrees 49 minutes 36 seconds East 206.25 feet;
5. South 85 degrees 40 minutes 24 seconds West 528.82 feet;
6. South 85 degrees 40 minutes 24 seconds West 1012.18 feet;
7. North 6 degrees 48 minutes 00 seconds West 675.93 feet;
8. North 45 degrees 35 minutes 40 seconds East 804.09 feet to the point of beginning of the parcel herein described.

The above described parcel contains 1287010 square feet or 29.5457 acres of land, more or less.

SAVING AND EXCEPTING THEREFROM the following parcel:

BEGINNING FOR THE SAME on the south western right of way line of Forest Drive, MD Route 665 (50 feet wide) and the northern most corner of a parcel of land owned by Joseph W. Cook as recorded among the land records of Anne Arundel County, Maryland in Liber WNW10, Folio 148; thence binding on the southerly right of way of Forest Drive

1. South 52 degrees 18 minutes 24 seconds East 180.00 feet; thence leaving said right of way and running through said parcel, the following bearings and distances
2. South 37 degrees 41 minutes 47 seconds West 191.64 feet;
3. North 52 degrees 15 minutes 30 seconds West 206.56 feet;
4. North 45 degrees 35 minutes 40 seconds East 193.30 feet to the point of beginning of the parcel herein described.

The above described parcel contains 37024 square feet or .8500 acres of land, more or less.

BOOK 520 PAGE 68

Being part of the land of Joseph W. Cook as recorded among the land records of Anne Arundel County, Maryland in Liber WNW10, Folio 148.

Please return to: Blumenthal, Wayson, Downs & Offutt, P. A.
80 West Street
Annapolis, Maryland 21401
Attn: David S. Bruce

d40627ex.div

STATE OF MARYLAND
 8004 520 PAGE 09
 FINANCING STATEMENT FORM UCC-1 Identifying File No. 270010

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 FATHER & SON SHOE STORES CO. and/or ENDICOTT JOHNSON CORP.
 Address 1100 EAST MAIN STREET ENDICOTT, NY 13760

2. SECURED PARTY

Name CHEMICAL BANK as COLLATERAL AGENT
 Address 277 PARK AVENUE
NEW YORK, NY 10172

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

3. Maturity date of obligation (if any) _____

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

Name and address of Assignee

"SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN."

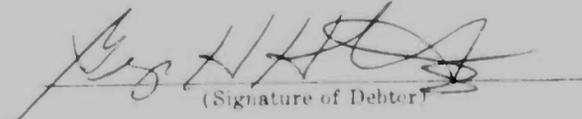
"NOT SUBJECT TO RECORDATION TAX"

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)

RETURN TO:

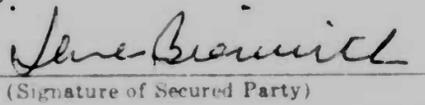
INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201


 (Signature of Debtor)

FATHER & SON SHOE STORES CO./ GEORGE H. HEMPSTEAD 111, V.P.
 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line


 (Signature of Secured Party)

CHEMICAL BANK/ JANE B. BIERWIRTH, V.P.
 Type or Print Above Signature on Above Line

18.00
 .50
 11-18-87
 OR
 END

{Maryland}
{Mel 3.txt}

BOOK 520 PAGE 70

EXHIBIT A TO FINANCING STATEMENT

This Exhibit A to the attached Financing Statement refers to that certain Security Agreement required to be executed pursuant to that certain Credit Agreement dated as of October 30, 1987, among H M Anglo-American, Ltd., Imperial Investments (Grosvenor) Limited, certain Guarantors signatory thereto, certain Lenders signatory thereto and Chemical Bank, as Agent (the "Credit Agreement"). Chemical Bank is Collateral Agent under the Security Agreement (the "Secured Party").

The Collateral consists of any and all rights of the Debtor to payment for goods sold or leased or for services rendered not evidenced by an instrument or chattel paper, whether or not it has been earned by performance, and any goods held by the Debtor for sale or lease or furnished or to be furnished under contracts of service, including raw materials, work in process or materials used or consumed in connection with the Debtor's business.

"NOT SUBJECT TO RECORDATION TAX"

Collateral of the Debtor described on the previous page may be located, including, without limitation, at the below listed locations:

Father & Son Shoe Stores Co.

FS 845	Bel Air Hall	Mobile	AL	FS 747	Hartworth Plaza	N. Darrington	NA
FS 844	Danbury Park	Danbury	CT	FS 735	Essex Hall	Essex	MA
FS 871	Crystal Hall	Waterford	CT	FS 878	Westgate Hall	Brookton	MA
FS 144	Princes Corner	Wilmington	DE	FS 810	Laurel Center	Laurel	MD
FS 858	Dover Hall	Dover	DE	FS 847	Country Club Hall	La Vale	MD
FS 754	Tolosa Hall	Daytona Beach	FL	FS 870	Krestertown Plaza	Baltimore	MD
FS 759	Tallahassee Hall	Tallahassee	FL	FS 897	Harley Station	Glen Burnie	MD
FS 779	Panama City Hall	Panama City	FL	FS 709	Southland Center	Taylor	MI
FS 714	Altamonte Hall	Altamonte Springs	FL	FS 809	Darland Hall	Troy	MI
FS 881	Governor's Square	Tallahassee	FL	FS 111	Norfolk S.C.	Spartanburg	SC
FS 789	Pinellas Square	Pinellas Park	FL	FS 760	Herndon Hall	Orem	UT
FS 796	109 Barra St.	Jacksonville	FL	FS 726	Eastland Center	Harper Woods	MI
FS 857	Oaks Hall	Gainesville	FL	FS 713	Lakeside Center	Sterling Hgts	MI
FS 852	Clearwater Hall	Clearwater	FL	FS 749	Sunmit Place	Pontiac	MI
FS 899	Paddock Hall	Ocala	FL	FS 740	Hopie Hill Hall	Tulane	LA
FS 781	Cordova Hall	Pensacola	FL	FS 759	Adrian Hall	Adrian	MI
FS 708	Tampa Bay Center	Tampa	FL	FS 758	Langing Hall	Langing	MI
FS 891	Florida Hall	Orlando	FL	FS 733	Westwood Hall	Jackson	MI
FS 791	East Lake Square	Tampa	FL	FS 244	Sears Lincoln Pk.	Lincoln Park	MI
FS 829	Georgia Square	Athens	GA	FS 863	Battlefield Hall	Springfield	MO
FS 811	Westdale Hall	Cedar Rapids	IA	FS 830	Antioch Center	Kansas City	MO
FS 787	Kennedy Hall	Dubuque	IA	FS 841	Bannister Hall	Kansas City	MO
FS 845	Chicago Ridge Hall	Chicago Ridge	IL	FS 756	East Hills S.C.	St. Joseph	MO
FS 888	2777 Milwaukee Ave.	Chicago	IL	FS 876	Blue Ridge Hall	Kansas City	MO
FS 823	Hasbesney Park	Rockford	IL	FS 761	Edgewater Plaza	Biloxi	MS
FS 834	College Hills Hall	Normal	IL	FS 849	Singing River Hall	Gautier	MS
FS 783	Barren-Irving Plaza	Worridge	IL	FS 721	Hanes Hall	Winston-Salem	NC
FS 798	Fox Valley Hall	Aurora	IL	FS 736	Crabtree Valley Hall	Raleigh	NC
FS 720	E. Riverside Park	E. Riverside	IL	FS 868	Jacksonville Hall	Jacksonville	NC
				FS 750	Carolina East Hall	Greenville	NC
FS 728	Northwoods Hall	Peoria	IL	FS 822	Pons River Hall	New Bern	NC
FS 158	Golf Hills Plaza	Miles	IL	FS 839	Valley Hills Hall	Victory	NC
FS 702	White Oaks Hall	Springfield	IL	FS 858	Pheasant Lane Hall	Washua	NC
FS 819	Hickory Front Hall	Decatur	IL	FS 781	Rockaway Town Square	Rockaway	NC
FS 740	1174 Lincoln Ave.	Chicago	IL	FS 779	Shore Hall	Pleasantville	NC
FS 169	Headoverem S.C.	Kankakee	IL	FS 711	Spakerbridge Hall	Lawrence	NC
FS 731	Lincoln Hall	Hartson	IL	FS 859	Hamilton Hall	Ways Landing	NC
FS 741	North Park Hall	Villa Park	IL	FS 788	Hillbrook Hall	Wayne	NC
FS 744	Huette Hall	Huette	IN	FS 849	5608 Berginline Ave.	N. New York	NC
FS 784	Hartland Hall	Elkhart	IN	FS 828	Livingston Hall	Livingston	NC
FS 781	University Park Hall	Hoschavika	IN	FS 704	Echelon Hall	Voorhees	NC
FS 857	Southtown Hall	Fort Wayne	IN	FS 238	Somerset S.C.	Bridgewater	NC
FS 848	Eastland Hall	Evansville	IN	FS 854	Burlington Center	Burlington	NC
FS 716	Concord Hall	Elkhart	IN	FS 727	742 Broad street	Newark	NC
FS 835	Town West Square	Wichita	KS	FS 718	Deptford Hall	Deptford	NC
FS 803	Jefferson Hall	Louisville	KY	FS 811	10 Broad Street	Elizabeth	NC
FS 764	Northgate S.C.	Lafayette	LA	FS 718	Ocean County Hall	Toms River	NJ
FS 719	Southpark Hall	Shreveport	LA				
FS 768	Corona Plaza	Baton Rouge	LA				
FS 855	Pierre Bossier Hall	Bossier City	LA				

Ev. 772	5708 Bergenline	West New York	NJ
PS 715	Upper Valley Hall	Springfield	OH
PS 809	Euclid Hall	Euclid	OH
PS 817	North Town Square	Toledo	OH
PS 828	Eastgate Hall	Cincinnati	OH
PS 784	Hellest Hall	Canton	OH
PS 755	Sandusky Hall	Sandusky	OH
PS 701	Randall Park Hall	Cleveland	OH
PS 877	Ohio Valley Hall	St. Clairsville	OH
PS 867	Midway Hall	Elyria	OH
PS 811	Chickadee Hall	Shreveport	LA
PS 821	Hall St. Vincent	Lake Charles	LA
PS 754	Forest Lane Hall	Lafayette	LA
PS 813	Acadiana Hall	Bonna	LA
PS 777	Southern Hall	New Orleans	LA
PS 820	1004 Canal Street	New Orleans	LA
PS 898	Esplanade	Tenner	LA
PS 014	1126 Kensington Ave.	Philadelphia	PA
PS 856	Plymouth Hrg. Hall	Plymouth Meeting	PA
PS 787	Shenango Valley Hall	Heritage	PA
PS 753	Franklin Hall	Washington	PA
PS 788	Vermont Hall	Scranton	PA
PS 790	Logan Valley Hall	Altoona	PA
PS 867	Gallery at Market East	Philadelphia	PA
PS 849	Westmoreland Hall	Greensburg	PA
PS 850	Cheltenham Hall	Philadelphia	PA
PS 754	Wyoming Valley Hall	Valley Forge	PA
PS 770	Century III	West Mifflin	PA
PS 279	Colonial Park S.C.	Harrisburg	PA
PS 033	Roosevelt Hall S.C.	Philadelphia	PA
PS 757	Lehigh Valley Hall	Whitehall	PA
PS 874	Wharman Plaza	Philadelphia	PA
PS 841	Granite Inn Hall	Hedra	PA
PS 700	Hempden Hall	North Wales	PA
PS 747	Park City S.C.	Lancaster	PA
PS 759	Fork Hall	Tork	PA
PS 815	Lincoln Hall	Lincoln	RI
PS 875	Northwoods Hall	Charleston	SC
PS 707	Columbia Hall	Columbia	SC
PS 717	Charles Town Square	Charleston	SC
PS 758	North East Hall	Burst	TX
PS 831	Victoria Hall	Victoria	TX
PS 781	Bornu 307	Arlington	TX
PS 808	Perman Hall	Odessa	TX
PS 860	Westgate Hall	Amarillo	TX
PS 750	Trving Hall	Irving	TX
PS 775	Longview Hall	Longview	TX
PS 833	Greenbriar Hall	Chesapeake	VA
PS 851	Regency Hall	Facine	VI
PS 253	Capitol Court S.C.	Milwaukee	WI
PS 745	Port Plaza	Green Bay	WI
PS 844	The Grand Avenue	Milwaukee	WI
PS 840	Bay Park Square	Green Bay	WI
PS 871	Southridge Hall	Greendale	WI
PS 836	Huntington Hall	Barboursville	WV

FINANCING STATEMENT CHANGE - UCC-3

Ford Motor Credit Company 

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

1. Debtor (Last Name, First, and Address):
*McDowell, Charles E.
356 San Cha Ct.
Pasadena MD 21122*

2. Secured Party (Name and Address):
Ford Motor Credit Co.
P.O. box 637
Mechanicsville, VA 23111

3. Maturity Date:

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

This Statement refers to original Financing Statement No. *26-2050*
Date filed *8-26*, 19*88*. Filed with *CLK, D. The Cr.*

This statement prepared by:

- A. CONTINUATION — The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.
- B. PARTIAL RELEASE — From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the property indicated below.
- C. ASSIGNMENT — The Secured Party certifies that the Secured Party has assigned to the Assignee, whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number shown above in the property indicated below.
- D. TERMINATION — The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
- E. AMENDMENT — The financing statement bearing the above file number is amended:
 - To show the Secured Party's new address as indicated above.
 - To show the Debtor's new address as indicated above.
 - As set forth below.

Dated *November 12*, 19 *88* (Debtor)
1560

By *Carl Robertson* (Secured Party)
Ford Motor Credit Co. (Signature of Secured Party)

F M C C
APR 70 7288
Previous editions may be used.

FILING OFFICER COPY-ALPHABETICAL

STATE OF MARYLAND

BOOK 520 PAGE 74

FINANCING STATEMENT FORM UCC-1

Identifying File No. 27903

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Stephen Jones Enterprises, Inc.

Address 752 Stinchcombe Road Severna Park, MD 21146

2. SECURED PARTY

Name Washington Freightliner, Inc.

Address 201 Ritchie Road, Bldg. A Capitol Heights, MD 20743

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

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

3. Maturity date of obligation (if any) _____

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

"All 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)

Stephen Jones Enterprises, Inc.

See attached for original signature

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

[Signature]
(Signature of Secured Party)

LARRY E. KIMMEL ADMIN. V.P.
Type or Print Above Signature on Above Line

1750

BOOK 520 FILE 75

CONDITIONAL SALE CONTRACT NOTE

TO: Washington Freightliner, Inc. FROM: Stephen Jones Enterprises, Inc.
201 Ritchie Road, Bldg. A Capitol Heights, MD 752 Stinchcombe Road Severna Park, MD
20743 21146

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

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) 1981 Transcraft 45' Flatbed Trailer S/N 1TTF4520-U-B-1017736

Table with 2 columns: Item description and Amount. Items include CASH SALE PRICE, DOWN PAYMENT in Cash, DOWN PAYMENT in Goods, UNPAID BALANCE, INSURANCE, OFFICIAL or DOCUMENTARY FEES, PRINCIPAL UNPAID BALANCE, FINANCE CHARGE, CONTRACT PRICE, and TIME SALES PRICE.

Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:
752 Stinchcombe Road Severna Park Anne Arundel Co. 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 Six thousand five hundred fifty two and 00/100 Dollars (\$ 6,552.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 24 successive monthly installments, commencing on the 11th day of December, 19 87, and continuing on the same date each month thereafter until paid; the first 23 installments each being in the amount of \$ 273.00 and the final installment being in the amount of \$ 273.00

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, or collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney in fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

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.

BUYER(S)-MAKER(S):

Date: November 6, 19 87
Accepted: Washington Freightliner, Inc. (SEAL)

By: Stephen Jones Enterprises, Inc. (SEAL)

By: [Signature]
Richard Crawford (Witness as to Buyer and Co-Maker's Signature)

By: [Signature]
Stephen Jones (SEAL) (Print Name of Co-Buyer/Maker Here)

This instrument prepared by

*and to redeem the property if repossessed for default and require under certain conditions a resale of the property if repossessed.

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ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and its Leasing Service Corporation (each hereinafter called "CREDIT") its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage therein called "contract" dated November 6, 1967

between Wheatland Properties, Inc. as Seller/Lessor/Mortgagee and Stephens & Sons, Inc., 751 ... (Name) (Address)

as Buyer/Lessee/Mortgagor (therein 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 of 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 therein 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 no defective or 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 thereon; 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 use 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 herein) 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 notice 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 \$ 1,000.00 day of November 19 67 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 6th day of November 19 67

Wheatland Properties, Inc.
(Seller/Lessor/Mortgagee)
By Patricia M. March
Treas

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

15167

10/31

1150

Handwritten notes

BOOK 520 PAGE 78

270613

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 SOUTHERN MARYLAND CREDIT INC

Address 5725 SCHUMACHER BLVD RD TEMPSVILLE MD 21789

2. SECURED PARTY

Name ACT LEASING CORP

Address PO BOX 1328 ROCKVILLE PA 19612-3928

Person And Address To Whom Statement Is To Be Returned 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- TRUCK MISC TECH TOE TRAILER
- 1- TRUCK HYDRAULIC TAKE-UP DRIVE

This financing statement is being recorded for notice purposes only and shall not be deemed to grant the debtor any property interest in the equipment herein described.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SOUTHERN MARYLAND CREDIT INC
[Signature]
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ACT LEASING CORP
Shirley Camilli Ofc Adm
(Signature of Secured Party)

Shirley Camilli Ofc Adm
Type or Print Above Signature on Above Line

1150

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

FINANCING STATEMENT and SECURITY AGREEMENT

Snyders Willow Grove

1. Debtor(s):

Name or Names—Print or Type
841 North Hammonds Ferry Road Linthicum MD 21090 Anne Arundel County
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:

Atlantic Equipment Company
Name or Names—Print or Type
4511 Harford Road Baltimore City, MD 21214
Address—Street No., City - County State Zip Code

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

Miscellaneous food service equipment including installations of any kind connected therewith or appurtenant thereto and including any future additions or substitutions as set forth in Contract and Security Agreement No. 2151-87-CE dated 10/15/87

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): Snyders Willow Grove

SECURED PARTY: Atlantic Equipment Co.

Vernon G. Snyder
(Signature of Debtor)

Vernon G. Snyder, Pres.
Type or Print

(Signature of Debtor)

Type or Print

(Company, if applicable)

Allan Greenberg
(Signature of Secured Party)

Allan Greenberg, Exec. V. P.
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 Atlantic Equipment Co., 4511 Harford Rd., Baltimore, Maryland 21214-3193

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270611

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)): Hamid Towhidian, M.D., P.A. 3236 Mountain Road Pasadena, MD 21122	2. Secured Party (es) and address(es): Affiliated Capital Corp. 707 Skokie Boulevard Northbrook, IL 60062	For Filing Officer (Date, Time, Number, and Filing Office):
--	--	---

4. This financing statement covers the following types for items of property:

572214A71768A

(1) Clay Adams QBC II Hematology Analyzer, SN 195056

5. Assignment of Secured Party and Addressed:
Deerfield Federal
Savings & Loan
743 Deerfield Road
Deerfield, IL 60015

NOT SUBJECT TO RECORDATION TAX

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

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

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

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

Filed with Anne Arundel County

See attached lease page for _____
By Debtor's original signature. _____
Signature(s) of Debtor(s)

By Affiliated Capital Corp. _____
Signature(s) of Secured Party(ies)

(1) Filing Office Copy - Alphabetical

13 SD STANDARD FORM FORM UCC-1.

Book 520 Page 418A

hereunder as to any one or more of the units of Equipment, whereupon all right, title and interest of LESSEE in or in the use of such units shall terminate, and LESSOR may, directly or by its agent, enter upon the premises of LESSEE or other premises where any of the Equipment may be located and take possession of any thereof (LESSEE hereby indemnifying LESSOR and holding LESSOR harmless from liability for any damages occasioned by such taking of possession) or may, at LESSOR's election, require LESSEE at LESSEE's expense to deliver any or all of the Equipment to LESSOR in a condition suitable for such location, rated and packed in board such carrier. (F) in the event of any such termination with respect to any unit or units of the Equipment, LESSOR shall have the right, but shall not be obligated, to sell such unit or units at public or private sale as LESSOR may determine or otherwise dispose of, all free and clear of any rights of LESSEE and without any duty to account to LESSEE with respect to such action or inaction or for any other proceeds with respect thereto, except to the extent provided in paragraph E or G hereof. (G) in the event of any such termination with respect to any unit or units of the Equipment and whether or not LESSOR shall have exercised or shall thereafter at any time exercise any of its rights under paragraph E above, (i) LESSOR shall be entitled to retain all rents and additional sums thereto paid by LESSEE or received by LESSOR, including any such sums in its possession which had this Lease not been declared in default, would otherwise be payable to LESSOR hereunder, (ii) LESSOR may recover from LESSEE all rents and additional sums accrued and unpaid under any of the terms hereof as of the date of termination, and (iii) LESSOR may recover from LESSEE as liquidated damages, but not as a penalty, an aggregate sum, which at the time of such termination represents the then present value of all rent and other amounts which would otherwise have accrued hereunder from the date of termination to the end of the term of this Lease, such present value to be computed in each case on the basis of a five per cent (5%) per annum discount factor from the respective dates upon which such rents would have been payable hereunder had this Lease not been terminated, (iv) in the event LESSOR, pursuant to paragraph E above, shall have sold or leased any unit or units of Equipment, then in lieu of exercising its rights under paragraph F above, (i) LESSOR shall be entitled to retain all rents and additional sums thereto paid by LESSEE or received by LESSOR, including any such sums in its possession which had this Lease not been declared in default, would otherwise be payable to LESSOR hereunder, (ii) LESSOR may recover from LESSEE all rents and additional sums accrued and unpaid under any of the terms hereof on account of such unit or units as of the date of sale, and (iii) LESSOR may recover from LESSEE as liquidated damages, but not as a penalty, an amount equal to the excess, if any, of all rent and other amounts which would otherwise have accrued hereunder from the date of termination to the end of the term of this Lease over either (a) if sold, the proceeds of any sale, minus all expenses incurred by LESSOR or (b) if leased, the estimated residual value of the Equipment at the end of the Lease term determined by LESSOR or (c) if leased, the present value of any rent, computed in each case on the basis of a five per cent (5%) per annum discount factor, (H) in addition to the foregoing LESSOR shall be entitled to recover from LESSEE any and all damages which LESSOR shall sustain by reason of the occurrence of any such event of default or other breach of this Lease together with a reasonable sum for attorneys' fees and such expenses as shall be expended or incurred in the seizure, rental or sale of the Equipment or in the enforcement of any right or privilege hereunder or in any consultation or action in connection therewith, (i) in the event of any termination with respect to any unit or units of the Equipment hereunder, the LESSOR shall have the right, but shall not be obligated to recover from LESSEE as liquidated damages, but not as a penalty, an amount equal to one hundred and twenty percent (120%) of (i) all rents and additional sums accrued and unpaid under any of the terms hereof as of the date of termination, and (ii) all rents and other amounts which would otherwise have accrued hereunder from the date of termination to the end of the term of this Lease, and LESSEE thereupon shall become entitled to such unit or units of Equipment by quit claim conveyance, as is, where is without warranty, express or implied, with respect to any matter whatsoever. The remedies herein provided in favor of LESSOR in any event of default as hereinabove set forth shall not be deemed to be exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing at law, in equity or in bankruptcy, and LESSOR may possess or exercise all or any part of such remedies with respect to different units of Equipment.

10. NON-WAIVER. No covenant or condition of this Lease can be waived or modified except by the written consent of LESSOR, and then such waiver or modification shall be effective only in the specific instance and for the specific purpose given. Forbearance, delay, omission or indulgence by LESSOR upon any breach or default by LESSEE or on any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by LESSEE to which the same may apply, shall not impair any right, power or remedy of LESSOR, and until complete performance by LESSEE of said covenant or condition, LESSOR shall be entitled to invoke any remedy available to LESSOR under this Lease or by law or in equity despite such forbearance or indulgence. No waiver of any such breach or default shall be deemed a waiver of any other breach or default hereunder or thereafter occurring. All remedies, either under this Lease or by law, or otherwise afforded to LESSOR, shall be cumulative and not alternative.

11. INDEMNITY. LESSEE shall indemnify, LESSOR against, and hold LESSOR harmless from, any and all claims, actions, suits, proceedings, fines, forfeitures, costs, expenses, damages and liabilities, including attorney's fees, arising out of, connected with or resulting from or in any way related to, the Equipment including, without limitation, the manufacture, selection, delivery, possession, use, operation, return or condition (including, without limitation, latent or other defects and whether or not discoverable by LESSOR). The indemnities and assumptions of liability under this paragraph 11 shall continue in full force and effect notwithstanding the termination of this Lease or the termination of the term hereof, whether by expiration of time, or by operation of law, or otherwise.

12. RENT - ABSOLUTE. The obligation of LESSEE to pay any rent or other payments due hereunder is absolute and unconditional and LESSEE hereby waives any and all existing and future claims and off-sets against any such rent and other payments due hereunder.

13. TITLE TO EQUIPMENT AS PERSONAL PROPERTY. LESSEE shall keep the Equipment at its place of business or at the address for shipment as specified above. Without the written consent of LESSOR, LESSEE shall not permit the Equipment in any manner to become affixed to, attached to, embedded in, or permanently rested upon, real property or any building thereon, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws, or otherwise. The Equipment shall always remain and shall be admitted to be personal property, regardless of the degree of its annexation to any real property, and the title thereto shall remain in LESSOR exclusively, notwithstanding that the Equipment, or any part thereof, may now be, or hereafter may become, in any manner affixed to, attached to, embedded in, or permanently rested upon, real property or any building thereon, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws, or otherwise. Labels or other markings, indicating LESSOR as the owner thereof, may be affixed and maintained on the Equipment by LESSOR, and shall not be removed therefrom by LESSEE. If LESSOR supplies LESSEE with such labels or other markings, LESSEE shall affix the same onto any and all items of Equipment and shall keep the same affixed in a prominent place. LESSEE shall from time to time execute such instruments as may be necessary or advisable, and shall otherwise cooperate, so as to defend the title of LESSOR thereto, whether by filing under the Uniform Commercial Code, as adopted in the state where the Equipment is to be or in fact is located, or otherwise.

14. ACCEPTANCE. LESSEE shall inspect the Equipment upon the receipt thereof and shall thereupon either accept in writing the Equipment or deliver written notice to LESSOR specifying any defect in or other proper objection to the Equipment. Upon such written acceptance, LESSEE agrees that it shall be conclusively presumed, as between LESSOR and LESSEE, that the LESSEE has fully inspected and acknowledged that the Equipment is in good condition and repair.

15. PLACE OF USE AND INSPECTION. LESSEE shall keep the Equipment at its place of business or at the address for shipment as specified above. LESSEE shall not allow any persons other than employees of LESSEE who are carefully selected to use the Equipment. Furthermore, it any unit or units of Equipment is a vehicle, LESSEE shall not permit any said unit to be used for hire or as a common carrier or to be used for trucking, transporting merchandise, or delivery purposes without the express written consent of LESSOR, and LESSEE shall not allow any person other than legally licensed drivers to use the Equipment. LESSEE shall give LESSOR immediate notice of any attachment or other judicial process, liens or encumbrances affecting, or attempting to or which may affect the Equipment, and LESSEE shall indemnify and save LESSOR harmless from any loss or damage caused thereby. LESSOR may, for the purpose of inspection and at all reasonable business hours, enter upon any building or place where the Equipment is located. Upon the termination of this Lease, LESSEE authorizes LESSOR to enter upon the premises and to take possession of said Equipment without requiring court action or legal process and agrees to indemnify and hold LESSOR harmless from liability for any damages occasioned by such taking of possession.

16. EQUIPMENT AND LIABILITY. LESSOR, at LESSEE's request, has ordered or shall order the Equipment from the Seller named who was selected by LESSEE. LESSOR shall not be liable for specific performance of this Lease or for damages if, for any reason, said Seller delays or fails to fill the order or to deliver the Equipment to LESSEE. LESSEE agrees to accept such Equipment upon delivery to LESSEE, and hereby authorizes LESSOR to add the serial number of the Equipment to this Lease.

17. ALTERATIONS AND REPAIRS. Without the prior consent of LESSOR, except as herein provided, LESSEE shall not make any alterations, additions or improvements to the Equipment. LESSOR shall not be obligated to make any repairs or replacements to the Equipment. LESSEE shall provide all services, maintenance and replacements necessary for the proper use and care of the Equipment, including all service, maintenance and replacements suggested in any manual provided by the manufacturer of the Equipment, including, without limitation, oil changes, lubrications and tune-ups at the recommended intervals.

18. TERMINATION OF LEASE. On any termination of this Lease, LESSEE shall, at its sole expense, prepare for shipment and ship said Equipment freight prepaid to such place as LESSOR may direct. Said Equipment shall be at the full risk and expense of LESSEE until delivered to LESSOR as aforesaid in the same condition as when delivered to LESSEE, reasonable wear and tear excepted, and all expenses, if any, of loading and unloading said Equipment and all risk of loss or damage to the Equipment thereby, shall be borne by LESSEE.

19. RISK OF LOSS. LESSEE hereby assumes and shall bear the entire risk of loss, theft, destruction and damage to and of the Equipment from any cause whatsoever. No loss, theft, damage or destruction of Equipment or any part thereof shall relieve the obligation of LESSEE to pay rent, or any other obligation of LESSEE hereunder, and this Lease shall remain in full force and effect. LESSEE shall cause to be reported to LESSOR immediately and in writing all accidents and collisions in any way related to the Equipment, irrespective of whether any injury, loss or damage is apparent, with a full, comprehensive, detailed statement of circumstances, names of persons injured and owners of damaged property, and a listing of names and addresses of all witnesses. LESSEE will cooperate fully with LESSOR and any insurance carrier in the investigation and defense of any and all claims or suits arising from the operation of the Equipment or in any way

related to the Equipment. In the event of damage of any kind whatsoever to any item of Equipment (unless the same is, in LESSOR's determination, damaged beyond repair, lost, stolen or destroyed) LESSEE, at the option of LESSOR, shall at LESSEE's expense (A) place the same in good repair, condition and working order, or (B) replace the same with like Equipment of the same or a later model, and in good repair, condition and working order. If the Equipment, or any item thereof, is determined by LESSOR to be lost, stolen, destroyed or damaged beyond repair, LESSEE shall immediately pay LESSOR therefor, whichever of the following amounts is the greater: either (A) an amount equal to the aggregate of unpaid rent for the balance of the term of the Lease, or the amount thereof proportionately allocable (based upon the actual cost of each item of the Equipment) to the unit or units involved, as the case may be, or (B) an amount equal to the current market replacement cost of the Equipment, or the unit or units involved, to be supplied by Seller. Upon such payment this Lease shall terminate with respect to the Equipment or unit thereof so paid for, and LESSEE thereupon shall become entitled thereto, by quit claim conveyance, as is, where is, without warranty, express or implied, with respect to any matter whatsoever.

20. INSURANCE. Each unit of Equipment shall be kept insured by LESSEE at LESSEE's own expense, against such risks and at such limits as LESSOR in its sole discretion shall from time to time determine. The policies providing all such insurance shall be in such amounts and form and with such companies as LESSOR shall select or approve and all such policies shall insure the interests of LESSOR, its assigns and LESSEE as said interests may appear. Prior to the use of the Equipment by LESSEE, LESSEE shall deliver to LESSOR certificates of insurance satisfactory to LESSOR evidencing the following minimum insurance coverages: public liability - \$300,000 per person, \$500,000 per occurrence, property damage covered by extended coverage for the full insurable value of each unit of Equipment which shall in no event be less than the replacement cost without depreciation. Said certificate of insurance shall provide that the insurance policies evidenced thereby shall not be cancelled or altered without at least thirty (30) days' prior notice to LESSOR, its assigns and LESSEE. LESSEE may in its sole discretion at any time upon ten (10) days' written notice to LESSEE make any changes with respect to any of the insured risks, minimum insurance coverages, or other requirements set forth herein. Upon receipt of said written notice, LESSEE shall within ten (10) days obtain such minimum insurance coverage and comply with such other requirements as shall be set forth in the written notice. LESSEE shall deliver to LESSOR certificates of insurance satisfactory to LESSOR evidencing such minimum insurance coverage. If LESSOR elects, it may, but without any obligation to do so, upon written notice to LESSEE, be deemed to insure coverage described herein. The cost of any such insurance coverage obtained by LESSOR shall be deemed to be additional rent payable hereunder and shall be payable by LESSEE to LESSOR immediately in the event that any of the policies or insurance coverage required hereunder shall be cancelled, the use by the LESSEE of the Equipment shall cease immediately until all such insurance coverage has been renewed or replaced in accordance with the terms of this paragraph without, however, affecting any obligations of the LESSEE under this Lease. In the event of and only to the extent that there is loss or damage to the Equipment which is covered by the insurance required hereunder (and subject to and without limiting the provisions of paragraph 19 hereof with regard to risk of loss) the proceeds of such insurance shall be applied, at LESSOR's sole option, (a) toward the replacement, restoration or repair of the Equipment, or (b) toward the obligations of LESSEE to the damaged Equipment. This Lease shall continue in full force and effect without abatement of rent. In the event LESSOR elects to apply insurance proceeds to the payment of LESSEE's obligations to pay rent hereunder, the LESSEE's obligations for all or part of the rent shall cease only with respect to that part of the Equipment or that piece of Equipment lost or damaged, the amounts of rents so abated in no event to exceed the amount of insurance settlement received by LESSOR and to be equally apportioned as reductions in the amounts remaining payable by the balance of the term hereunder.

21. ASSIGNMENT. Neither this Lease nor LESSEE's right hereunder shall be assignable by the LESSEE, whether voluntarily, by operation of law or otherwise, except with LESSOR's written consent, and the conditions hereof shall limit any permitted successors and assigns of LESSEE. It is understood that LESSOR contemplates assigning this Lease and/or mortgaging the Equipment, and that said assignee may assign the same. All rights of LESSOR hereunder may be assigned, pledged, mortgaged, transferred or otherwise disposed of, either in whole or in part, without notice to LESSEE, and the LESSEE acknowledges, consents and agrees that all rights in and to the Equipment described herein, including LESSEE's right to possession to said Equipment, are subordinate and subject to the rights and claims of any assignee against said Equipment under any mortgage, title, retention, or other security instrument, either now existing or hereafter created, including but not limited to the right of the assignee to repossess or recapture possession of said Equipment. LESSEE consents and agrees to the assignment to the assignee of all moneys due or to become due to LESSOR under this Lease, and in such event promises and agrees to settle all claims against LESSOR directly with it and hereby waives, relinquishes and disclaims any right or privilege to withhold payment of, or retain from paying and thereby waives, any moneys now or hereafter owing under the terms of this Lease, and the right of the assignee to receive the rentals, as well as any other right of the assignee, shall not be subject to any defense, setoff, counterclaim or recoupment which may arise out of any breach or obligation of LESSOR or by reason of any other indebtedness or liability at any time owing by LESSOR to LESSEE. All rentals due hereunder shall be payable to the assignee by LESSOR whether or not this Lease is terminated by operation of law or otherwise, including, without limitation, termination arising out of bankruptcy, reorganization or similar proceedings involving LESSOR. LESSEE on receiving notice of any such assignment shall abide thereby and make payment as may therein be directed. Following such assignments, the term LESSOR shall be deemed to include or refer to LESSOR's assignee provided that no such assignee shall be deemed to assume any obligation or duty imposed upon LESSOR hereunder and LESSEE shall only look to LESSOR to performance thereof.

22. SUBLEASE. In the event that the LESSOR is leasing the Equipment or any unit thereof from a third party, this Lease shall be deemed to be a sublease, the LESSOR shall be deemed to be a sublessor, and the LESSEE shall be deemed to be a sublessee.

23. NOTICES. All notices relating hereto shall be mailed to LESSOR or LESSEE, as the case may be, at the respective address shown or at any later address of which the sender may have been heretofore notified in writing. All such notices shall be deemed served when such notice shall have been mailed to the party to be notified by registered mail with postage prepaid.

24. SERVICE OF PROCESS. This Lease, and the rights and liabilities of LESSOR and LESSEE, shall be determined and adjudicated pursuant to and in accordance with the laws of the State of Illinois, and this Lease shall be deemed to have been made and entered into in the county of the principal office of LESSOR in Illinois. LESSEE agrees that all litigations, actions or proceedings in any court of record which involve matters directly or indirectly arising from, related to or in any way connected with this Lease and the matters set forth herein shall only be filed in courts of record of the State of Illinois or in a Federal Court for a Federal District of Illinois, and LESSEE consents to the jurisdiction of any such court and waives personal service upon LESSEE of any and all process issuing from any such court, and consents that any such process may be served by certified or registered mail, return receipt requested, directed to LESSEE at the address hereinabove stated, and that services so made shall be deemed completed within five (5) days after such mailing. In the alternative, LESSEE agrees that any such process may be personally served upon any party from time to time designated by LESSOR to be LESSEE's agent for the receipt of such service of process, and that any service so made shall be deemed to be completed provided that such agent promptly forwards to LESSEE the process so served by certified or registered mail as aforesaid. LESSEE waives any objection to venue of any such litigations, actions or proceedings instituted hereunder.

25. FURTHER ASSURANCES. From time to time throughout the term of this Lease with respect to any unit or units of the Equipment, LESSEE agrees to execute, acknowledge and deliver such further counterparts herof or financing statements or such other documents which in the opinion of counsel for LESSOR may be reasonably required at any time in order to comply with the provisions of any applicable law or laws at any time in force requiring the recording of filing of this instrument or a copy hereof or a financing statement or similar document in connection herewith in any public office of the United States or of any state or of any political governmental subdivision of any state in order to establish, protect and maintain the rights and remedies of LESSOR hereunder, and LESSEE agrees to pay the fees or charges imposed by law for any such mandatory recording or filing, and the necessary out-of-pocket expenses of LESSOR or LESSEE in effecting such filing or recording.

26. CONSOLIDATION, MERGER OR SALE. In the event of any consolidation or merger of LESSOR into or with another corporation, or the sale of all or substantially all of the assets of LESSOR to another corporation, partnership or proprietorship, LESSOR shall be permitted to transfer all the rights and obligations under this Lease from all obligations, whether by consolidation, merger or sale, shall assume all obligations hereunder releasing LESSOR from all obligations and liabilities to LESSEE hereunder.

27. GENERAL. If more than one LESSEE is named in this Lease the liability of each shall be joint and several. LESSEE shall use the Equipment in a careful and proper manner and shall comply with and conform to all national, state, municipal, and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment. The obligations of LESSOR hereunder shall be suspended to the extent that it is hindered or prevented from complying therewith because of labor disturbances, including strikes and lockouts, acts of God, fires, storms, accidents, governmental regulations or interference or any cause whatsoever beyond the control of LESSOR. The terms and conditions of this Lease supersede those of all previous agreements between the parties with respect to that Equipment, and this Lease together with the Guaranty, the Delivery Acceptance and Installation Certificate and the Purchase Order constitute the entire agreement between the parties. Any provisions hereof prohibited by, or unenforceable under, any applicable law of any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease, provided, however, that to the extent that any provisions of any such applicable law may be waived, there are hereby waived by LESSEE to the full extent permitted by law to the end that this Lease shall be deemed to be valid and binding and enforceable in accordance with its terms. The titles to the paragraphs of this Lease are solely for the convenience of this Lease, and are not an aid to the interpretation of the instrument. Any person who signed this Lease in the space provided hereinabove and entitled "Guaranty" has done so with the intention of thereby personally guaranteeing the same, and such person agrees that he guarantees the performance by LESSEE of this Lease and all conditions, covenants and undertakings of LESSEE hereunder, and he guarantees the payment by LESSEE of all rental and other payments to be made by LESSEE to LESSOR hereunder.

TO BE RECORDED:

- LAND RECORDS
- FINANCING RECORDS
- ASSESSMENTS & TAXATION

- SUBJECT TO
- NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF \$ -0-

FINANCING STATEMENT

DEBTOR:

Virginia Wilson
Name--Print or Type

3441 South River Terrace, Edgewater, A.A. County, Md. 21037
Address--Street No. City - County State Zip code

SECURED PARTY:

John Owen Dove
Name--Print or Type

1115 Mayo Road, Edgewater, A.A. County, Md. 21037
Address--Street No. City - County State Zip code

ASSIGNEE:
(If Any)

BALTIMORE GAS AND ELECTRIC COMPANY
Name--Print or Type

1508 WOODLAWN DRIVE BALTIMORE MD 21207
Address--Street No. City - County State Zip code

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

- Ruud, model UPCB024 Heat pump SEER 8.5, cop 2.94 hspf 6.45
- Ruud, model RCPB024 coil with #1005 Air handler
- Ruud, model UPCB036 Heat pump SEER 8.3, cop 2.70 hspf 6.60
- Ruud, model RCPB036 coil with #UHQA1210 Air handler

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

All that parcel of land as more fully described in the Land Records of Anne Arundel County recorded on 4/23/56 in Liber 4409 and Folio 563. The improvements thereon being described as 3441 South River Terrace

The name of a record owner is Virginia Wilson

DEBTOR(S): Virginia Wilson
Signature

Signature

Virginia Wilson
Printed name of person signing

Printed name of person signing

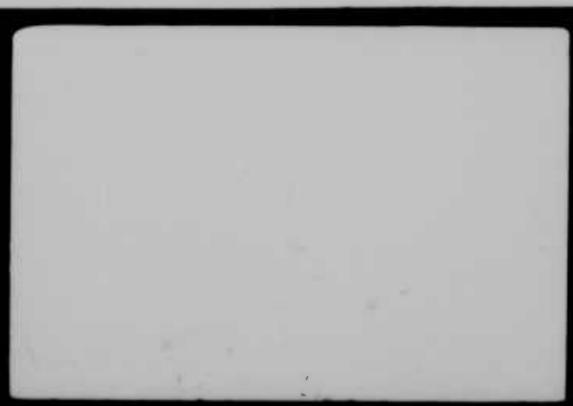
TO THE FILING OFFICER: After this statement has been recorded please mail

the same to: Roger B. Stocksdale
Name

1508 Woodlawn Drive
Baltimore, MD 21207
Address

9-50

VOID
BK
11/15/87
3A



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) KRAMER, MARK Knick Knack Shack 157 Ridge St. Jonesville, NC 28642	2 Secured Party(ies) and address(es) Yadkin Valley Bank & Trust Co. P.O. box 3006 Elkin, NC 28621	3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office) 4/25/87 (1)
---	--	---

4 This financing statement covers the following type(s) of property:
 All equipment, fixtures, inventory and leasehold improvements located in Peanut Crack Store in Annapolis Mall, Annapolis, Md.
 Anne Arundel Co.

5 Assignee(s) of Secured Party and Address(es)
 FILING OFFICE
 485 JIMMYE ST. ANNAPOLIS, MD 21403
 RETURN FEE \$10.00
 POSTAGE \$0.50
 BY [Signature] 4/23/87

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.
 Filed with: [Redacted]

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

TERMINATION STATEMENT. This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer has a security interest under the financing statement bearing the file number shown above.
 Date: 6-24-87 [Redacted] By: [Signature] (Signature of Secured Party or Assignee of record. Not Valid Until Signed)

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

270611

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):
MILLER EDWARD GREEN
710 PELLING HOUSE Rd
HARWOOD, MD. 20776

2. Secured Party(ies) and address(es):
HUGH C. GARDINER, INC
Box 127
FAULKNER, MD. 20632

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

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

1- NEW Model 5100 - 16x7 CASE IH
GRAIN DRILL SN = 25948

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

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

PRINCE GEORGE'S COUNTY, MD.
NO TRANSFER / RECORDATION
TAXES TO BE COLLECTED
DATE 1/20/81

This statement is filed without the debtor's signature to guarantee 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 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: Edward Green Miller
Signature(s) of Debtor(s)

Hugh C. Gardiner Inc.
Hugh C. Gardiner III, Sec. Treas.
By: Hugh C. Gardiner III
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

STATE OF MARYLAND

AA Co

BOOK 520 PAGE 85

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 283683

RECORDED IN LIBER 359 FOLIO 272 ON 7/20/76 (DATE)

1. DEBTOR

Name Milton W. Bosley and Company, Inc.

Address 151 Dorsey Road, Ext., Glen Burnie, MD 21061

2. SECURED PARTY

Name Burroughs Corporation

Address 335 Clubhouse Road, Hunt Valley, MD 21031

John R. Wise, 334 St. Paul Pl, Baltimore, MD 21202

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

3. Maturity date of obligation (if any) N/A

CHECK FORM OF STATEMENT

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

BURROUGHS CORPORATION

Dated _____

By: Sharon Zang

(Signature of Secured Party)

SHARON ZANG

Type or Print Above Name on Above Line

10-50

STATE OF MARYLAND

AA Co

BOOK 520 PAGE 88

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 245966

RECORDED IN LIBER 458 FOLIO 361 ON 1/24/83 (DATE)

1. DEBTOR

Name Milton W. Bosley and Company, Inc.

Address 151 Dorsey Road Ext., Glen Burnie, MD 21061

2. SECURED PARTY

Name Michael Weinig, Inc.

Address 312 Beacham Road, Statesville, North Carolina 28677

John R. Wise, 334 St Paul Pl, Baltimore, MD 21202

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

3. Maturity date of obligation (if any) N/A

CHECK FORM OF STATEMENT

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

RECORD FEE 10.00
FORAGE .30
11/27/87
JA

MICHAEL WEINIG, INC.

Dated July 13, 1987

By: Marianne Brown
(Signature of Secured Party)

Marianne Brown
Type or Print Above Name on Above Line

103

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 520 PAGE 87
Identifying File No. 270615

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

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

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

This financing statement dated Sept. 14, 87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Lessee

Name Ron Kile T/A Delta Imported Cars
Address 1210 Forest Drive Annapolis, Md. 21403

2. SECURED PARTY Lessor

Name EATON FINANCIAL CORPORATION
Address The Beaumont Building, P.O. Box 9104
Framingham, MA 01701

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

3. Maturity date of obligation (if any) _____

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

1-Allen Business System #81-210

Serial Number #17018385

L# 93384

Name and address of Assessor

"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 not intended by the parties as a secured transaction; Filing is only intended to make this transaction a matter of public record.

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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 Ronald C. Kile
(Signature of Debtor) Lessee

Ronald Kile
Type or Print Above Name on Above Line

(Signature of Debtor) Lessee

Type or Print Above Signature on Above Line

EATON FINANCIAL CORPORATION

[Signature]
(Signature of Secured Party) Lessor

Type or Print Above Signature on Above Line

1 1230

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 520 PAGE 88
Identifying File No. 271020

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Nov. 10, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John E. Bronson
Address 745 Oak Grove Circle, Severna Park, MD 21146

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/Extendahoe
S/N 17424042

Name and address of Assignee

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

One EAGER BEAVER B9DOW Flatbed Trailer
S/N 1120BD307HS090408

CHECK THE LINES WHICH APPLY

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

(If 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)

John E. Bronson
(Signature of Debtor)

John E. Bronson
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Barclay D. Tucker II
(Signature of Secured Party)

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

11/5

BODIN 520 PAGE 89

2770617

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) MBG Enterprises 1760 West Drive Pasadena, MD 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)
4. This financing statement covers the following types (or items) of property: 1 - Leach trash packer, Model 2RII, S/N 2RII-31-2689 mounted on a 1983 Chassis, Model LTL9000, S/N 05289 "EXEMPT 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:

MBG Enterprises

By: Matthew Hunter
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.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 520 PAGE 91
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 C Penney CO Inc.

Address 70 Annapolis Mall, Annapolis, MD 21401

2. SECURED PARTY

Name Great Northern Funding Corp.

Address 11500 Rockfield Court, Cincinnati, Ohio 45241

Person And Address To Whom Statement Is To Be Returned 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) 5650 Electronic Snack Machine S/N#500592
- 1) COMBO DBV Canned Drink Machine S/N# 507160
- 1) RR Hot Bev Gourmet Coffee Machine S/N#501898
- 1) BMS-1 Microwave Stand S/N#1-1443-3421
- 1) Microwave Oven

State and address of Assessor

TRUE LEASE 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)

Keith Kinckiner
(Signature of Debtor)
Keith Kinckiner, Operations Manager
J.C. Penney Co. Inc.
Type or Print Above Name on Above Line

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

David W. Sloan
(Signature of Secured Party)
David W. Sloan, Leasing Manager
Great Northern Funding Corp.
Type or Print Above Signature on Above Line

1150

MARYLAND FINANCING STATEMENT

BOOK 520 PAGE 11

(xx) Not Subject to Recordation Tax (C/S/C)

277619

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

1. LESSEE Gelfman & Gelfman, P.A. (Name or Names) 9123 Old Annapolis Road (Address) Annapolis, Maryland 21045

LESSEE (Name or Names) (Address) SSC 2325

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

3. ASSIGNEE (if any) Of LESSOR Superior Service Corporation (Name or Names) 2001 E. Joppa Rd. (Address) Baltimore, Maryland 21234

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

- One- Mitac XT Computer System w/Monitor, Keyboard, 70 Mb Hard Drive, & Single Floppy Drive
One- Epson, LQ800, Printer w/Tractor Feed & Cable

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

LESSEE Gelfman & Gelfman, P.A.
By: Richard D. Gelfman V.P. (Title)
Richard D. Gelfman
(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

11/30

NOT FOR PUBLICATION

Check if applicable <input type="checkbox"/> TO BE RECORDED IN THE LAND RECORDS	
This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code	
XXXXXXXXXXXXXXXXXXXX	
1. Debtor(s) Name (Last Name First) Koons Pontiac-GMC Truck, Inc.	2. Debtor(s) Complete Address(es) 1799 West Street Annapolis, Maryland 21401
3. & 4. Secured Party(ies) and Complete Address(es) General Motors Corporation c/o General Motors Acceptance Corporation 7310 Ritchie Highway Glen Burnie, Maryland 21061	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es) Corporation
7. This financing statement covers the following types (or items) of property: (Describe) Motor vehicles, trailers and semi-trailers, and accessories, and the replacement parts for any of these; and general intangibles, contract rights, Chattel papers, accounts and assignments of accounts including, but not limited to those arising out of the sale or lease thereof, including rents receivable under leases and rental agreements.	
8a. <input checked="" type="checkbox"/> Proceeds are also covered. 8b. <input type="checkbox"/> Products of collateral are also covered. No. of additional sheets presented. ()	
Filed with Circuit Court Clerk of Anne Arundel County; Other _____	
9. Transaction is (), is not (x), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____	
10. This statement to be returned after recordation to Secured Party, shown above or to _____	
Signature(s) of Debtor(s) Koons Pontiac-GMC Truck, Inc.	Signature(s) of Secured Party(ies) or Assignee(s) General Motors Corporation
By: <u>[Signature]</u> James E. Koons, President	By: <u>[Signature]</u> W. H. Hamill, Jr. Assistant Treasurer
Type or Print Names Clearly Below Signature.	
GMAC UCCI Md. 4-74	

1150



270621

Check if applicable <input type="checkbox"/>		TO BE RECORDED IN THE LAND RECORDS	
This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Mortgage <input checked="" type="checkbox"/> Debit <input checked="" type="checkbox"/> Other <input checked="" type="checkbox"/>	
1. Debtor(s) Name (Last Name First) Koons Pontiac-GMC Truck, Inc.	2. Debtor(s) Complete Address(es) 1799 West Street Annapolis, Maryland 21401		
3 & 4. Secured Party (ies) and Complete Address (es) GENERAL MOTORS ACCEPTANCE CORPORATION 7310 Ritchie Highway Glen Burnie, Maryland 21061	5 & 6. Assignee (s) of Secured Party (ies) and Complete Address (es)		
7. This financing statement covers the following types (or items) of property: (Describe) Motor vehicles, trailers and semi-trailers, and accessories, and the replacement parts for any of these; and general intangibles, contract rights, Chattel papers, accounts and assignments of accounts including, but not limited to those arising out of the sale or lease thereof, including rents receivable under leases and rental agreements.			
8a. <input checked="" type="checkbox"/> Proceeds are also covered.		8b. <input type="checkbox"/> Products of collateral are also covered.	No. of additional sheets presented: <input type="checkbox"/>
Filed with Circuit Court Clerk of Anne Arundel		County; Other _____	
9. Transaction is <input type="checkbox"/> , is not <input checked="" type="checkbox"/> , (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____			
10. This statement to be returned after recordation to Secured Party, shown above or to _____			
Signature (s) of Debtor (s) Koons Pontiac-GMC Truck, Inc.		Signature (s) of Secured Party (ies) or Assignee (s) General Motors Acceptance Corp.	
By: <i>[Signature]</i> James E. Koons, President		By: <i>[Signature]</i> W. H. Hamill, Jr. Assistant Treasurer	
FILING OFFICER COPY			
Type or Print Names Clearly Below Signature.			
GMAC UCCI Md. 4-74			

NOT FOR PUBLICATION

11.50

FINANCING STATEMENT FORM UCC-1

BOOK 520 PAGE 94
Identifying File No. 278622

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

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

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

This financing statement Dated November 10, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 DEBTOR

Name Saltaire At Annapolis Condominium
Address C/O Capital City Management Co. Inc.
PO Box 6729 1203 West Street, Suite C
Annapolis, Maryland 21401

2 SECURED PARTY

Name John Hanson Savings Bank, FSB
Address 11700 Beltsville Drive
Beltsville, Maryland 20705

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

3 Maturity date of obligation (if any) _____

4 This financing statement covers the following types (or items) of property (list)
Grant a Security interest in the special assessment of Condominium Fees for the installation of Vinyl Siding.
And the pledge of deposit of account number
812079236
1120147571
1120147589

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Saltaire at Annapolis Condominiums

Hubert R. Ferguson, President
(Signature of Debtor)

Hubert R. Ferguson, President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Harry F. Newman, Vice President
(Signature of Secured Party)

Harry F. Newman, Vice President

Type or Print Above Name on Above Line

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Robin R. Moran

Patuxent Mobile Homes Estates #53
Sands Road
Lothian, Maryland 20711

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 1988 Holly Park Homes, Inc., "Forest Park" Mobile Home
60 X 14, Beige, Serial # 03-FP-10584
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

R. Moran

Secured Party

JA

FINANCING STATEMENT

270623

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Robin R. Moran

Patuxent Mobile Homes Estates #53
Sands Road
Lothian, Maryland 20711

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 1988 Holly Park Homes, Inc., "Forest Park" Mobile Home
60 X 14, Beige, Serial # 03-FP-10584
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

Robin R. Moran
ROBIN R. MORAN

THE BANK OF BALTIMORE

BY Suzanne Hamilton

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.



MARYLAND FINANCING STATEMENT

BDDA 520 PHE 96
270621

(xx) Not Subject to Recordation Tax (C/S/D)

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

1. LESSEE Michael P. Shea T/A Michael P. Shea - Cabinetmaker
1934-C Lincoln Drive (Name or Names) Annapolis, Maryland 21401
(Address)

LESSEE _____
(Name or Names)

(Address) NFSL 2320

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

3. ASSIGNEE (if any) Northfield Federal Savings
of LESSOR (Name or Names)
1844 E. Joppa Rd. Baltimore, Maryland 21234
(Address)

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

One Mini Max Silo-12 Tilting Arbor w/Scoring; 1- Mini Max FSB35 Jointer/Planer/Mortiser; 1- Mini Max S45 Band Saw; 1- Delta 43-375F2 Speed Shaper; 1- Delta 43-822 1" Spindle Cartridge

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

LESSEE

Michael P. Shea T/A Michael P. Shea - Cabinetmaker

By: X MICHAEL P. SHEA
(Title)

PROPRIETOR
(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

12-50

FINANCING STATEMENT FORM UCC-1

Identifying PPD No. 520 117 271000

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 & -0-

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

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

1. DEBTOR

Name Howard A. Kernan, III
Address 1632 Riverdale Road, Edgewater, Maryland 21037

2. SECURED PARTY

Name Snap-On Tools Corporation
Address 7601 Brandon Woods Blvd.
Baltimore, Maryland 21226

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

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
All inventory of debtor acquired by initial, weekly, or special consignment, including but not limited to all new, used and demonstrator Snap-on and other brand name mechanic tools, boxes, front-end alignment, and electrical test equipment, whether now in possession of debtor or hereafter acquired by subsequent consignment, purchase, replacement, substitution, additions and accession, and including all of debtors accounts receivables, contract rights, instruments, general intangible and account rights, now owned or hereafter acquired, and including any proceeds from any of the aforementioned assets.

CHECK THE LINES WHICH APPLY

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

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

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

11/20

Howard A. Kernan, III
(Signature of Debtor)

Howard A. Kernan, III
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

F. X. Steffens
(Signature of Secured Party)

F. X. Steffens
Type or Print Above Name on Above Line

BOOK 520 PAGE 98

270626

Financing Statement

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE.

<input checked="" type="checkbox"/> FINANCING STATEMENT	<input type="checkbox"/> CONTINUATION STATEMENT THE ORIGINAL STATEMENT IS STILL EFFECTIVE
DEBTOR Cust #: 3281854	SECURED PARTY
NAME Arkady Stepensky	MOBIL OIL CORPORATION
ADDRESS 2201 Defense Highway Crofton, MD 21114 Anne Arundel County	P.O. BOX 839 VALLEY FORGE, PA 19482

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

A security interest, in all ~~equipment~~ accounts receivables, inventory ~~and equipment~~ now owned or hereafter acquired by Debtor including but not limited to motor fuel, motor oil, greases, tires, batteries, automotive accessories and specialties, ~~mechanics tools and automotive diagnostic or repair equipment~~, hereinafter collectively or severally referred to as collateral including the proceeds thereof.

Proceeds of the collateral are also covered.

NOT SUBJECT TO RECORDATION TAX

DATE OF MATURITY

SIGNATURE OF DEBTOR

Arkady Stepensky
DATE 8/31/87

SIGNATURE OF SECURED PARTY
Mobil Oil Corporation

R. L. CROTEAU

10/27/87 A+E
By Rudolf C. Anderson
TITLE Terr. Mgr. DATE 8/31/87

FOR FILING OFFICER: DATE, TIME, FILE NO.

ORIGINAL TO FILING OFFICER
TWO COPIES TO MOBIL
COPY TO DEBTOR

PLEASE RETURN FILING RECEIPT TO:

Mobil Oil Corp. P.O. Box 894 Valley Forge, PA 19482

1150

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) Niedzielski, Mary K 460 Conroy Vista Dr Arnold, MD 21012	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)

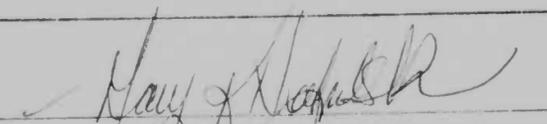
3. This Financing Statement covers the following types (or items) of personal property:

Melroe Bobcat model 600

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:


(SIGNATURE OF DEBTOR)
 Mary K. Niedzielski
(SIGNATURE OF DEBTOR)

Ford Motor Credit Company
(NAME OF SECURED PARTY)
 BY:  Agent

11

The official C.I.T. Corporation has been changed to The C.I.T. Corporation and Financing, Inc. All references to C.I.T. Corporation should be changed to The C.I.T. Corporation and Financing, Inc.

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) (To Be) Recorded in the Land Records.* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es)	Secured Party Name and Address	
The Hardaway Company 331 Lokur Road Odenton, Anne Arundel, MD 21113	John C. Louis Company, Incorporated 1805 Cherry Hill Road Baltimore, MD 21203	
Assignee of Secured Party C.I.T. Corporation 1301 York Road Lutherville, MD 21093	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property. <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small> One (1) New Gradall G650C Hydraulic Excavator s/n 8764383 With 6 x 6 Drive, Detroit Diesel Engines Up & Down Equipment may also be located at: 300 11th Street Columbus, Muscogee, GA 31902		
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>The Hardaway Company</u>	Secured Party <u>John C. Louis Company, Incorporated</u>	
By <u>Billy J. Cary (Seal)</u> Title <u>Treasurer</u>	By <u>W. Davison</u>	
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>		
<u>BILLY J. CARY</u> Type or print name(s) of person(s) signing	<u>W. Davison</u> President Type or print name of person signing	

11/50

520-101

270623

PRINT OR TYPE ALL INFORMATION

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

ANNE ARUNDEL COUNTY

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

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

Index numbers of subsequent statements (For office use only)

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

Annapolis Pipeline, Inc.
1020 Pulling House Road
Harwood, MD 20776

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

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

Name & address of Secured Party

Baldwin Service Center, Inc.
41 Defense Highway
Annapolis MD 21401

Name & address of Assignee

Associates Commercial Corporation
8002 Discovery Drive, #420
Richmond, VA 23281

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 JCB Model 3CX Sitemaster Loader Backhoe SN/325045 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS & ALL PROCEEDS THEREOF. EXEMPT RECORDATION TAX - CONDITIONAL SALE CONTRACT

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.

Baldwin Service Center, Inc.

Signature of Debtor if applicable (Date)

William E. Simms

William E. Simms, Pres.
11-50

Signature of Secured Party if applicable (Date)

Robert L. Baldwin, Pres. 10/30/87

BOOK 520 PAGE 102

270007

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 Thomas, Melvin C. and Thomas, Dorothy A. T/A Thomas Service
Address 1335 Baltimore Annapolis Blvd. Arnold, MD 21012

2. SECURED PARTY

Name Alban Tractor Co., Inc.
Address P.O. Box 9595 Baltimore, MD 21237
Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

One (1) Used 1974 Caterpillar Model 955L
Track Loader S/N 85J08174

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)

Melvin C. Thomas and Dorothy A. Thomas
T/A Thomas Services

See Attached
(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 E. KIMMEL, ADMIN. V.P.
Type or Print Above Signature on Above Line

19 - 50

CONDITIONAL SALE CONTRACT NOTE Melvin C. Thomas and

TO: Alban Tractor Co., Inc. FROM: Dorothy A. Thomas T/A Thomas Services
 P.O. Box 9595 Baltimore, MD 21237 1335 Baltimore Annapolis Blvd. Arnold, MD 21012

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

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks): One (1) Used 1974 Caterpillar Model 955L Track Loader S/N 85J08174	(1) CASH SALE PRICE	\$ 23,100.00
	(2) DOWN PAYMENT in Cash	\$ -0-
	(3) DOWN PAYMENT in Goods * (Trade-in Allowance)	\$ -0-
	(4) UNPAID BALANCE [Items (1) - (2) - (3)]	\$ 23,100.00
	(5) INSURANCE and other Benefits	\$ -0-
	Types of coverage and benefits	\$ 50.00
	(6) OFFICIAL or DOCUMENTARY FEES	\$
	Describe and Itemize	\$ 23,150.00
	(7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)]	\$ 4,335.64
	(8) FINANCE CHARGE (Time Price Differential)	\$ 27,485.64
(9) CONTRACT PRICE (Time Balance) [Items (7)+(8)]	\$ 27,485.64	
(10) TIME SALES PRICE [Items (2)+(3)+(9)]	\$	

* Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:
 1335 Baltimore Annapolis Blvd. Arnold Anne Arundel Co. 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 Twenty seven thousand four hundred eighty five and 64/100 Dollars (\$ 27,485.64)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 10th day of December, 19 87, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 763.49 and the final installment being in the amount of \$ 763.49 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 in effect Buyer grants to Holder a security interest in the property ~~located at _____ or hereafter belonging to Buyer or in which Buyer has an interest~~ hereinafter collectively called "collateral" and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

**TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
 LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE
 CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE**

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

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

Date: November 9, 19 87 BUYER(S)-MAKER(S):
 Accepted: Alban Tractor Co., Inc. (SEAL) Melvin C. Thomas and Dorothy A. Thomas (SEAL)
 (Print Name of Seller Here) T/A Thomas Services (Print Name of Buyer Maker Here)
 By: Melvin C. Thomas (SEAL)
 Co-Buyer-Maker: Melvin C. Thomas (SEAL)
 (Print Name of Co-Buyer-Maker Here)
 By: Dorothy A. Thomas
 (Witness as to Buyer's and Co-Maker's Signature)
 (Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by _____

*and to redeem the property if repossessed for default and require under certain conditions a resale of the property if repossessed.

520 PART 103

INITIAL
 HERE

BOOK 520 PAGE 105

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 warranties hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated November 9, 1987

between Trigo Services Co., Inc. as Seller-Lessor/Mortgagee

and Helvin C. Thomas and Dorothy A. Thomas T/A Thomas Services 1335 Baltimore Annapolis (Address) Bldg. Arnold, MD 21012

(Name) as Buyer-Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind of 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, chattle 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 use 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 herein) 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 notice 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 27,485.65 9th day of November 19 87

IN WITNESS WHEREOF, we have hereunto set our hand and seal this Trigo Services Co., Inc. (Seller-Lessor/Mortgagee)

By _____

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

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STATE OF MARYLAND

270630

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name Jones, Carol Dean T/A Jones Minority Service

Address 752 Stinchcombe Rd. Severna Park, MD 21146

2. SECURED PARTY

Name Washington Freightliner, Inc.

Address 201 Ritchie Rd., Bldg. A Capitol Heights, MD 20743

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

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

3. Maturity date of obligation (if any) _____

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

"All 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)

Carol Dean Jones T/A Jones Minority Service

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 ADMIN. V.P.
Type or Print Above Signature on Above Line

1850

CONDITIONAL SALE CONTRACT NOTE

TO: Washington Freightliner, Inc. (Seller) FROM: Carol Dean Jones T/A Jones Minority Service (Buyer)
201 Ritchie Road, Bldg. A Capitol Heights, MD 20743 (Address of Seller) 752 Stinchcombe Rd. Severna Park, MD 21146 (Address of Buyer)

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

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

One (1) New 1986 Western Star Dump Truck Model 4964-2 with 15' R & S Steel Dump Body, S/N 2MLPCCJG6JK920893

(1) TIME SALES PRICE \$17,700.00
(2) Less DOWN PAYMENT IN CASH \$0.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$0.00
(4) CONTRACT PRICE (Time Balance) \$17,700.00
The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 752 Stinchcombe Rd. Severna Park, MD 21146
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 \$17,700.00 Dollars (\$17,700.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 equal monthly installments, commencing on the 10th day of December, 1987, and continuing on the same day each month thereafter until paid; the first * installments each being in the amount of \$ * and the final installment being in the amount of \$ *

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

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

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

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

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

Date: November 9, 1987

BUYER(S)-MAKER(S):

Accepted Washington Freightliner, Inc. (SEAL) (Print Name of Seller Here)

Carol Dean Jones T/A Jones Minority Service (SEAL) (Print Name of Buyer-Maker Here)

By: Patricia M. Terwick (Witness as to Buyer's and Co-Maker's Signature)

By: Carol Dean Jones Pres. Co-Buyer-Maker

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

By: Carol Dean Jones, Pres. (SEAL) (Print Name of Co-Buyer-Maker Here)

This instrument prepared by

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

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

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

GUARANTORS-ENDORSERS SIGN HERE:

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

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

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

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

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

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

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

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ASSIGNMENT

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

the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated November 9, 1987 between Washington Freightliner, Inc. as Seller, Lessor, Mortgagee,

and Carol Dean Jones T/A Jones Minority Service 752 Stinchcombe Rd. Severna Park, MD 21146 (Name) (Address)

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

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, as contained in the contract and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or judgments 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 therein, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and will comply, 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 deeded, 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, mortgages and/or otherwise which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. CREDIT may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to CREDIT, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in CREDIT's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that Credit shall grant a refund credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon CREDIT's request, pay to CREDIT, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by CREDIT in accordance with CREDIT's usual procedures and will be such amount as will enable CREDIT to receive, with respect to the contract, such rate of return as CREDIT would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish into CREDIT any interest that we may have in the Property and/or any monies that CREDIT may be holding for our account.

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

hereby is \$ 117051.90

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 9th day of November, 19 87

Washington Freightliner, Inc. (Seal)

By: Patricia M. Finwick

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

270631
520 1110
3006

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ 9,200.00

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

Name of Debtor

Address

Limouisines Unlimited Inc.
John C. Cinicola

1993 Moreland Parkway
Annapolis, Maryland 21401

Secured Party

Address

Farmers National Bank of Md.

5 Church Circle
Annapolis, Maryland 21401

Assignee

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

Attach separate
list if necessary

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

- (1) 40MB8MHS CPU Model #SS11
- (1) Printer Model #6E5251P S/N 606A1025080

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

crops on the
RECORD FEE 12.00
RECORD TAX 66.50
POSTAGE .50
#094760 0237 R02 T10:01
11/18/87
37

3. Proceeds of the collateral are also specifically covered.
 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)
Limouisines Unlimited Inc.

Secured Party (or Assignee)

John C. Cinicola

FARMERS NATIONAL
BANK OF MARYLAND

John C. Cinicola president
John C. Cinicola

BY *[Signature]*

Type or print names under signatures

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

12-
66.50
- 50

C:MN235904.FIS
3740:B
09/25/87

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FINANCING STATEMENT

1. Name of Debtor: JAMES E. COLLINS
Address: c/o The Wood Market, Ltd.
P. O. Box 577
Hanover, Maryland 21076
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 Indemnity Deed of Trust dated November 9, 1987 from Debtor to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Howard 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.

13
2

JA

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(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

4. Proceeds and products of all collateral are covered.
5. Not Subject to Recordation Tax.

Debtor:

James E. Collins
James E. Collins

Secured Party:

MARYLAND NATIONAL BANK

By: *Marcia Thomas Smith*
Marcia Thomas-Smith
Mortgage Loan Officer

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 HOWARD COUNTY
2. WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

Property Description

Beginning for the same at a granite stone marked "T.-N. No. 1" found at the beginning of the first or North 16 1/2 degrees West 35 perches line of a description in a conveyance from John D. Baker, Jr. and Hilda M. Baker, his wife, to the Colonial Holding Company by a deed dated February 17th 1966 and recorded among the land records of Howard County, Maryland in Liber WHH 449 at Folio 771, etc. and running with and binding on the said first line and a part of the second line of the said conveyance, corrected to the evidence shown on the ground (1) North 16 degrees 02' 36" West 642.52 feet to an iron pipe found at the beginning of the seventh or South 70 degrees 14' 01" West 339.82 feet line of a description in a conveyance from John D. Baker, Jr. and Hilda M. Baker, his wife, to Colonial Holding Co., Inc. by a deed dated May 29, 1969 and recorded among the land records in Liber CMP 510 at Folio 551, etc.; thence binding on the said seventh line and eighth lines of the said conveyance corrected to evidence found on the ground (2) South 70 degrees 59' 16" West 340.03 feet to an iron pipe found; (3) North 28 degrees 32' 13" West 142.69 feet to an iron pipe found in the southerly side of the Baltimore-Washington Boulevard (60 feet wide); thence binding on the southerly side of the Baltimore-Washington Boulevard (60 feet wide) (4) North 53 degrees 07' 23" East 1021.85 feet to a point set in the fourth or South 16 1/2 degrees East 63 1/2 perches line of the above mentioned February 16, 1966 deed; thence running with and binding on the said fourth line and on the fifth and sixth lines of the description (5) South 16 degrees 07' 40" East 1071.87 feet to an iron pipe found crossing an iron pipe found at 24.58 feet from the beginning of this line; (6) South 57 degrees 06' 17" West 236.43 feet to a concrete monument found; and (7) South 88 degrees 02' 50" West 400.00 feet, crossing a concrete monument found 0.13 feet north of and 83.12 feet from the end of this line to the place of beginning and containing 15.7414 acres as surveyed by the J.E. Clark Company.

After recording return to:
Miles & Stockbridge
Attn: Mabeth W. Hudson
10 Light Street
Baltimore, Maryland 21202

MARYLAND NATIONAL BANK

270633

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records of _____
- 2 To Be Recorded among the Financing Statement Records of Anne Arundel County, Maryland
- 3 Not subject to Recordation Tax.
- 4 Recordation Tax has been paid on the principal amount of \$ 344,000 in connection with the filing of the Deed of Trust described below in the Land Records of Howard County, Maryland.

5 Debtor(s) Name(s) JAMES E. COLLINS Address(es) c/o The Wood Market, Ltd.
P. O. Box 577
Hanover, Maryland 21076

6 Secured Party MARYLAND NATIONAL BANK Address Real Estate and Mortgage Division
10 Light Street
Fifth Floor
Baltimore, Maryland 21202
Attention Marcia Thomas-Smith

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

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated November 9, 1987 from Debtor(s) to Stephen F. Beckenholdt and Lawrence J. Grady, Jr. Trustees (the Deed of Trust), all property being located in Howard County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s)
James E. Collins (SEAL)
James E. Collins (SEAL)

Secured Party
MARYLAND NATIONAL BANK
By Marcia Thomas-Smith (SEAL)
Marcia Thomas-Smith
Type name and title Mortgage Loan Officer

Mr Clerk, Please return to ~~Maryland National Bank to be recorded at the address set forth in paragraph 6 above~~
Miles & Stockbridge
Attn: Mabeth W. Hudson
10 Light Street
Baltimore, Maryland 21202

11
S

Property Description

BOOK 520 PAGE 115

Beginning for the same at a granite stone marked "T.-N. No. 1" found at the beginning of the first or North 16 1/2 degrees West 35 perches line of a description in a conveyance from John D. Baker, Jr. and Hilda M. Baker, his wife, to the Colonial Holding Company by a deed dated February 17th 1966 and recorded among the land records of Howard County, Maryland in Liber WHH 449 at Folio 771, etc. and running with and binding on the said first line and a part of the second line of the said conveyance, corrected to the evidence shown on the ground (1) North 16 degrees 02' 36" West 642.52 feet to an iron pipe found at the beginning of the seventh or South 70 or degrees 14' 01" West 339.82 feet line of a description in a conveyance from John D. Baker, Jr. and Hilda M. Baker, his wife, to Colonial Holding Co., Inc. by a deed dated May 29, 1969 and recorded among the land records in Liber CMP 310 at Folio 551, etc.; thence binding on the said seventh line and eighthlines of the said conveyance corrected to evidence found on the ground (2) South 70 degrees 59' 16" West 340.03 feet to an iron pipe found; (3) North 28 degrees 32' 13" West 142.69 feet to an iron pipe found in the southerly side of the Baltimore-Washington Boulevard (60 feet wide); thence binding on the southerly side of the Baltimore-Washington Boulevard (60 feet wide) (4) North 53 degrees 07' 23" East 1021.85 feet to a point set in the fourth or South 16 1/2 degrees East 63 1/2 perches line of the above mentioned February 16, 1966 deed; thence running with and binding on the said fourth line and on the fifth and sixth lines of the description (5) South 16 degrees 07' 40" East 1071.87 feet to an iron pipe found crossing an iron pipe found at 24.58 feet from the beginning of this line; (6) South 57 degrees 06' 17" West 236.43 feet to a concrete monument found; and (7) South 88 degrees 02' 50" West 400.00 feet, crossing a concrete monument found 0.13 feet north of and 83.12 feet from the end of this line to the place of beginning and containing 15.7414 acres as surveyed by the J.E. Clark Company.

This instrument was recorded at request of:

Moss + Barnett
1200 Pillsbury Ct
200 South Sixth St
Minneapolis, MN 55402

The recording official is directed to return this instrument or a copy to the above person.

279631

RECORD FEE 10.00
POSTAGE .50
#095120 0237 R02 T12:04
11/19/87

BOOK 520 PAGE 116

Space Reserved For Recording Information

UNIFORM
COMMERCIAL CODE
FINANCING STATEMENT

F-100-1 LawForms 6-72, 9-81, 3-86



Effective Date 11/7/87	County and State of Transaction Henry, Kentucky
DEBTOR (Name, Address and Zip Code) Masters, Craig V. 66 St. Andrews Rd. Severna Park, MD 21146 SS # 280-54-3342	SECURED PARTY (Name, Address and Zip Code) Charles F. Ruhr 21045 Goodview Forest Lake, MN 55025
Assignee of Secured Party (Name, Address and Zip Code)	Record Owner of Real Property, If Not Debtor (Name, Address and Zip Code)
Counties Where Collateral is Located Anne Arundel	<input checked="" type="checkbox"/> Products of Collateral are also covered. <input checked="" type="checkbox"/> Proceeds of Collateral are also covered.

Financing Statement covers the following types or items of property: The purebred Arabian mare ALANDRAA STAR, foaled March 6, 1985.

NOTICE: The entire debt secured by this collateral, in the original principal amount of \$ 3,920.00 plus interest at 8% per annum, is entirely due and payable by the debtor and by the debtor's commission merchant or selling agent upon sale of any of the collateral. This does not authorize the debtor to dispose of any of the collateral; such authorization must be specifically obtained from the secured party in writing.

If collateral is timber to be cut, crops growing or to be grown, minerals or the like, accounts to be financed at the wellhead or minehead of the well or mine, or goods which are or are to become fixtures, the real property to which these are affixed or concerned is legally described:

This financing statement is to be filed in the office where a mortgage on the real property would be recorded.

This Financing Statement is filed or recorded without Debtor's signature to perfect a security interest in collateral which:

- Is already subject to a security interest in another jurisdiction when it was brought into the state or which Debtor changed location to this State;
- Are proceeds of the original collateral described above in which a security interest was perfected;
- Is no longer effective due to lapse of the original filing;
- Was acquired four months or less after Debtor has changed its name, identity or corporate structure.

 Craig V. Masters Signatures of Debtor or Assignor	Charles F. Ruhr Signatures of Secured Party or Assignee
--	--

FILING COPY

Butler Leasing Company

BOOK 520 PAGE 117

FINANCING STATEMENT (FORM UCC-1)

270005

Identifying File No. _____

Not Subject to Recording Tax (Agreement with Nominal Purchase Option)

LESSEE (DEBTOR):

H. G. HOST & SONS, INC.

P. O. BOX 337
ARNOLD, MD. 21012

LESSOR (SECURED PARTY):

BUTLER LEASING COMPANY
9861 Broken Land Parkway, Suite 210
Columbia, Maryland 21046

ASSIGNEE OF LESSOR:

EQUITABLE BANK N.A.
100 South Charles Street
Baltimore, MD 21201

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY
() If checked, see Equipment Schedule attached hereto and made a part hereof.

- 2) 40 YARD OPEN TOP ROLL OFF CONTAINERS *SN 1790, 1791*
- 2) 30 YARD OPEN TOP ROLL OFF CONTAINERS *SN 1789, 1788*

PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES AND PROCEEDS OF COLLATERAL (including Insurance Proceeds) ARE COVERED HEREUNDER

EQUIPMENT LOCATION: 156 THREE RIVERS RD., HARWOOD, MD., 20776

LESSEE (DEBTOR):
H. G. HOST & SONS, INC.

LESSOR (SECURED PARTY):
BUTLER LEASING COMPANY

BY: *Roger W. Weaverling*
ROGER WEAVERLING MANAGER
PRINT NAME & TITLE

BY: *Deborah Scherr*
DEBORAH SCHERR, CREDIT MANAGER

TO THE FILING OFFICER: After this statement has been recorded please return to:

BUTLER LEASING COMPANY
P. O. Box 609
Columbia, MD 21045-0609

11.50

FINANCING STATEMENT

Franklin Co. Ohio

[Empty box]

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

<p>1. DEBTOR(S) (OR ASSIGNOR) and Address(es)</p> <p>CARDINAL INDUSTRIES, INC. 333 South Hammonds Ferry Road Glen Burnie, Maryland 21061</p> <p>2040 South Hamilton Road Columbus, Ohio 43232</p>	<p>2. a. SECURED PARTY (OR ASSIGNEE) and Address</p> <p>EQUITABLE BANK, N.A. 100 South Charles Street Baltimore, Maryland 21201</p> <hr/> <p>2. b. ASSIGNEE OF SECURED PARTY (if any) and Address</p>
---	---

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

(a) All right, title and interest of Debtor in and to the property described on Schedule A and Schedule B attached hereto and made a part hereof.

(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)

November 11, 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

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.

The Carlisle Motel

BOOK 520 PAGE 120

Finished Building Components consisting of 127 units:

63(Sixty-Three) 2-Bed	S/N 3097-3100, 3102-3105, 3107-3110, 3112-3123 3125-3127, 3129-3135, 3137-3140, 3142-3145 3147-3150, 3152-3156, 3158-3162, 3213-3216 3218-3220
11(Eleven) 1-Bed Sofa	S/N 3164-3168, 3170-3175
12(Twelve) 1-Bed Sofa Eff.	S/N 3106, 3157, 3163, 3176, 3182, 3188, 3194, 3200 3206, 3212, 3217, 3169
30(Thirty) 1-Bed	S/N 3177-3181, 3183-3187, 3189-3193, 3195-3199 3201-3205, 3207-3211
2(Two) 2-Bed BF	S/N 3141, 3151
1(One) Conf. Room	S/N 3101
1(One) Reception/Office	S/N 3111
1(One) Mngrs Apartment	S/N 3222
1(One) Laundry	S/N 3128
1(One) Folding	S/N 3610
4(Four) Linen	S/N 3124, 3136, 3146, 3221

520 PVE 121

270637

Anne Arundel County
Debtor or Assignor Form

MARYLAND FINANCING STATEMENT DISCLOSING ASSIGNMENT

- 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 PRIOR ASSIGNEE)</u>
<u>Drs. Korsower and Pion P.A.</u>	<u>Spectrascan Imaging Services Limited</u>
<u>325 Hospital Drive</u>	<u>Partnership</u>
(Name)	(Name)
<u>Suite 106</u>	<u>45 South Satellite Road</u>
(Address)	(Address)
<u>Glen Burnie, Maryland 21061</u>	<u>South Windsor, CT 06074</u>

ASSIGNEE OF SECURED PARTY'S INTEREST
THE FIRST NATIONAL BANK OF MARYLAND
 Attn James W. Alek, Loan Executive
(Name of Loan Officer)
P.O. Box 1596 Banc 101-560
(Address)
Baltimore, Maryland 21203

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)
- "1 - Obstetrical Ultrasound System including: Toshiba SAL-77A, PVE 393M Probe
 PVE 393M Probe
 PLE 705S Probe
 1020 Matrix Camera
- "1 Spectrascan "Multi-Modality" System including: One X-Ray Mammography Unit and X-Ray film processor, one transillumination System(Multi-Spectral Unit) with digital freeze frame storage, image post processing and dual image display, one display system, and one VCR Teaching Display

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 Assignee of Secured Party's interest named above at the address stated.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>SECURED PARTY (OR PRIOR ASSIGNEE)</u>
_____ (Seal)	_____ (Seal)
<u><i>[Signature]</i></u> (Signature)	<u><i>Ronald A Hawerl</i></u> (Signature)
<u>Drs. Korsower and Pion P.A.</u>	<u>Spectrascan Imaging Services Limited</u>
(Print or Type Name)	(Print or Type Name) Partnership

1150

BOOK 520 PAGE 122

Debtor or Assignor Form

Anne Arundel County MARYLAND FINANCING STATEMENT

270633

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

DEBTOR
Spectrascan Imaging Services Limited
Partnership

 (Name)
45 South Satellite Road

 (Address)
South Windsor, CT 06074

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
 Attn: James W. Alek, Loan Executive

 (Name of Loan Officer)
P.O. Box 1596 Banc 101-560

 (Address)
Baltimore, Maryland 21203

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)
 The Following specific inventory items: SPECTRASCAN "MULTI-MODALITY" SYSTEM AS FOLLOW: X-Ray Mammography Unit (Low dose film) and X-Ray Film Processor, Transillumination System (Multi-Spectral Unit) to include: Digital freeze frame storage, image post processing, dual image display Display System, VCR Teaching Display, Obstetrical Ultrasound to include the following: Toshiba SAL-77A, PVE 393M Probe, PLE 705S Probe, 1020 Matrix Camera
 Also covered is the Lease Agreement dates March 31, 1987 by and between the debtor, as lessor, and Drs. Korsower and Pion P.A. as lessee, covering the above described items, including but not limited to all payments due or to become due there under, and including the above leased items.

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)
Ronald A. Haward (Seal)
 _____ (Signature)
Spectrascan Imaging Services Limited
Partnership (Print or Type Name)

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
 _____ (Seal)
 _____ (Signature)
 _____ (Print or Type Name)

1150

STATE OF MARYLAND

520 123

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265483
RECORDED IN LIBER 506 FOLIO 544 ON 1/5/87 (DATE)

1. DEBTOR
Name Song's Convenience Store & Deli
Address 209 New Jersey Ave., Glen Burnie, MD 21061

2. SECURED PARTY
Name L. J. HANSEN COMPANY
Address 220 R. Starstrom Road
P.O. Box 21472
Baltimore, MD 21205
Person And Address To Whom Statement Is To Be Returned If Different From Above.

A. Maturity Date of obligation (if any): _____

CHECK FORM OF STATEMENT

<p>A. Termination <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"/> Termination (Indicate whether amendment, termination, etc.)</p>

Dated 10/28/87

[Signature]
(Signature of Secured Party)
F. Jed
Type or Print Above Name on Above Line

10.50

BOOK 520 PAGE 121

270000

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.

1. DEBTOR(S) and Address(es): (last name first) International Custom Homes, Inc. 8399 Baltimore-Annapolis Blvd. Pasadena, Md. 21122	2. SECURED PARTY THE ZAMOISKI CO. 3000 Waterview Ave. Baltimore, Md. 21230
---	--

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

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:

International Custom Homes, Inc.
(Type Name)

THE ZAMOISKI CO.

By: *Eugene Gilbert* (SEAL)

By: *John Mulkey*

Eugene Gilbert, President

John Mulkey, V. Pres./Treas.

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

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 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.

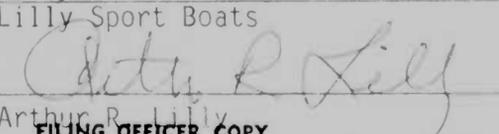
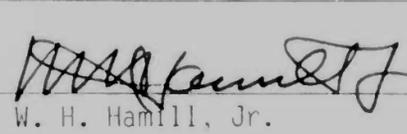
3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations, Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior 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 expenses incurred by Secured Party. The happening of any of the events or conditions, as aforesaid, shall constitute 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.

BOOK 520 PAGE 120

27 16 10

Check if applicable <input type="checkbox"/>		TO BE RECORDED IN THE LAND RECORDS	
This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code			
XXXXXXXXXXXXXXXXXXXX			
1. Debtor(s) Name (Last Name First)		2. Debtor(s) Complete Address(es)	
Lilly Brothers Yacht Yard, Inc. DBA Lilly Sport Boats		2830 Solomons Island Road Edgewater, Maryland 21037	
3. & 4. Secured Party(ies) and Complete Address(es)		5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
GENERAL MOTORS ACCEPTANCE CORPORATION 7310 Ritchie Highway Glen Burnie, Maryland 21061			
7. This financing statement covers the following types (or items) of property: (Describe)			
Inventory including, but not limited to, new or used boats, boat motors, trailers, parts and accessories including returns and repossessions; Accounts and Assignments of Accounts; Accounts Receivable; Chattel Paper; General Intangibles; and all cash and non-cash proceeds of the foregoing including, but not limited to, insurance proceeds.			
8a. (<input checked="" type="checkbox"/>) Proceeds are also covered. 8b. () Products of collateral are also covered. No. of additional sheets presented, ()			
Filed with Circuit Court Clerk of <u>Anne Arundel County</u> County; Other _____			
9. Transaction is (), is not (x), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____			
10. This statement to be returned after recordation to Secured Party, shown above or to _____			
Signature(s) of Debtor(s)		Signature(s) of Secured Party(ies) or Assignee(s)	
Lilly Brothers Yacht Yard, Inc. DBA Lilly Sport Boats		General Motors Acceptance Corp.	
			
Arthur R. Lilly		W. H. Hamill, Jr.	
FILING OFFICER COPY			
Type or Print Names Clearly Below Signature.			
GMAC UCC1 Md 4-74			

NOT FOR PUBLICATION

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

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

3. Maturity date of obligation (if any) _____

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

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 3/26/86, Schedule # 04, dated 9/23/87 between Assignor as Lessor and LEASE ACCOUNT # 686230 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 10/27/87 between Assignor and Assignee:

- 1 (one) 6 gallon Hi-Stack Pail Mould, S/N MSO-18443-1
- 1 (one) 3-1/2 gallon Pail Mould, S/N 18329-1

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey, Exec. V.P.
(Signature of Secured Party)

William J. Ottey, Exec. V.P.
Type or Print Above Name on Above Line

Filed with County of Anne Arundel

1150

BOOK 520 PAGE 129

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) Thompson, Norman J. & O'Neill, Mary K. 600 Water St., SW Washington D.C.		2. Secured Party(ies) and address(es) Midlantic National Bank 2 Broad Street Bloomfield, N.J. 07003	3. Maturity date (if any): Anne Arundel For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>247166 1461 P337</u> Filed with <u>Anne Arundel Cnty</u> Date Filed <u>5/3/83</u> 19 <u> </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
Signature(s) of Secured Party(ies)
Robert J. Meek, AC

(1) Filing Office Entry - Alphabetical

STANDARD FORM - FORM UCC-3

BOOK 520 PAGE 129

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) Seymour, Alan R. & Susan O. 6035 Corland Court McLean, VA 246858	2. Secured Party(ies) and address(es) Midlantic National Bank 2 Broad Street Bloomfield, N.J. 07003	3. Maturity date (if any) <u>Anne Arundel</u> For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>246885 1460 P461</u> Filed with <u>Anne Arundel Cnty</u> Date Filed <u>3/13/83</u> 19__		
5. <input checked="" type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10. <u>Continuation of original UCC I filing.</u>		

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)

STANDARD FORM - FORM UCC-3

(X) Filing Office Copy - Alphabetical

BOOK 520 PAGE 130

2001011

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) Aerospace Machine 13935 Rover Mill Road West Friendship, MD. 21794	2. Secured Party(ies) and address(es) Phillips Financial Services, Inc. 114 Forbes Street Annapolis, MD. 21401	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: One Leadwell Model MCV 760 XLD		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:

Aerospace Machine

By: Jean E. Lang
Signature(s) of Debtor(s)
Jean E. Lang, Proprietor

Phillips Financial Services, Inc.

By: Richard J. Morgan
Signature(s) of Secured Party(ies)
Richard J. Morgan, Vice President

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

270615

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ _____

FINANCING STATEMENT

ARUNDEL GERIATRIC & NURSING CENTER LIMITED PARTNERSHIP I

1. Debtor(s):

Name or Names—Print or Type
c/o Michael J. Francus, 7355 Furnace Branch Road East
Address—Street No., City - County State Zip Code
Glen Burnie, MD 21061

Name or Names—Print or Type
Address—Street No., City - County State Zip Code

2. Secured Party:

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
Name or Names—Print or Type
Two Hopkins Plaza, Baltimore, MD 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).

See attached separate list

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

Not applicable

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): *Arundel Geriatric & Nursing Center I*

SECURED PARTY:

(Signature of Debtor)

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
(Company, if applicable)

Type or Print

(Signature of Secured Party)

(Signature of Debtor)

Stephen A. Hall, Asst. Vice President
Type or Print (Include title if Company)

Type or Print

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

Name and Address R. Kelvin Antill, c/o Frank, Bernstein, Conaway & Goldman,
300 E. Lombard Street, Baltimore, MD 21202

12
do

All Equipment and Personal Property. All of the Borrower's equipment and personal property located in the building known as the Annex building, both now owned and hereafter acquired, together with (i) all additions, parts, accessories, special tools and accessions now and hereafter used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and noncash proceeds and products thereof. The Annex building is located on the Geriatric & Nursing Center premises commonly known as 7355 Furnace Branch Road East, Glen Burnie, Maryland.

Records. All correspondence, memoranda, tapes, discs, papers, books and other documents, or transcribed information of any type, relating to or pertaining to any of the Collateral.

The term "Collateral" as used herein means each and all of the items of Collateral described above and the term "proceeds" as used herein includes, without limitation, the proceeds of all insurance policies covering all or any part of such items of Collateral.

STATE OF MARYLAND

BOOK 520 PAGE 133

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 244429

RECORDED IN LIBER 454 FOLIO 364 ON 9/23/82 (DATE)

1. DEBTOR

Name Severn Graphics, Inc.

Address 7590 Ritchie Highway, Glen Burnie, MD. 21061

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, Md. 21061

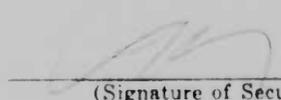
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input 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>
	<p>1. Com-ECMB Ethercontroller- MB Communication, includes hardware controller transceiver cable</p> <p>1. MBUS 4-Slot Multibus Peripheral Adepton includes I/F adepton, power supply, and fans, will only operate with a minimum of 16 MB of memory</p> <p>1. Ethernet Transceiver Kit</p> <p>1. I-Int-Sint Interleaf Interface, subbased</p> <p style="text-align: right;">The Secured Party retains a security interest in all other machinery, inventory, equipment and goods as described in original financing statement.</p>	

Credit Alliance Corporation

Dated _____


(Signature of Secured Party)

Type or Print Above Name on Above Line

10-30

STATE OF MARYLAND

BOOK 520 PAGE 134

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260728

RECORDED IN LIBER 495 FOLIO 495 ON March 7, 1986 (DATE)

1. DEBTOR

Name Severn Graphics, Inc.

Address 7590 Ritchie Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd, Glen Burnie, Md. 21061

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

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

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

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

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

- 1. Com-ECMB Ethercontroller -MB Communications, includes hardware transceiver cable
- 1. MBUS 4-Slot Multibus Peripheral A deptor includes I/F adepton, power supply, and fans, will only operate with a minimum of 16 MB of memory
- 1. Ethernet Transceiver Kit
- 1. I-Int-Sint Interleaf Interface, sunbased

The Secured Party retains a security interest in all other machinery, inventory, equipment and goods as shown in original financing

Credit Alliance Corporation

Dated _____

(Signature of Secured Party)

CARRY F. KIMMEL, ADMIN. V.P.

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

DAVCO FOOD, INC. 1657 Crofton Boulevard, Crofton, Maryland 21114

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

Exhibit "B" attached hereto for names and addresses of Secured Parties.

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

The types or items of property covered by this financing statement are described on Exhibit "A" attached hereto and incorporated herein by reference.

To be filed with Anne Arundel Co., Maryland

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

CHECK THE LINES WHICH APPLY

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

Debtor(s) or assignor(s)

DAVCO FOOD, INC. _____ (Seal)

(Corporate, Trade or Firm Name)

Ronald Kirstien

Signature of Secured Party or Assignee

Ronald D. Kirstien - President

(Type or print name under signature)

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

Judy J. Roland
Hansell & Post
56 Perimeter Center East, N.E.
Atlanta, Georgia 30346
RETURN TO:

17-50

Exhibit A to UCC Financing Statement from DAVCO FOOD, INC. ("Debtor") to CITICORP NORTH AMERICA, INC. and CITIBANK, N.A. ("Secured Parties")

All of the following property, and interests in property, of Debtor, whether now owned or hereafter acquired or arising in favor of Debtor, and wherever located:

- (1) All of Debtor's cash, accounts, contract rights, chattel paper and instruments, whether now existing or hereafter acquired or arising or in which Debtor now has or hereafter acquires any rights, including, without limitation, all present and future forms of obligations of any sort whatsoever owing to Debtor, whether or not earned by performance, together with all instruments and documents of title representing any of the foregoing;
- (2) All of Debtor's machinery, equipment, fixtures, furniture, furnishings and leasehold improvements, whether now owned or hereafter acquired, wherever located, including, without limitation, all equipment used or useful in the operation of Wendy's Old Fashioned Hamburger Restaurants by Debtor;
- (3) All of Debtor's inventory, whether now existing or hereafter acquired or arising or in which Debtor now has or hereafter acquires any rights, including, without limitation, all foodstuffs, promotional materials and supplies used or useful in the operation of Wendy's Old Fashioned Hamburger Restaurants by Debtor;
- (4) All of Debtor's general intangibles, whether now existing or hereafter acquired or arising or in which Debtor now has or hereafter acquires any rights, including, without limitation, all trademarks, trade names, service marks, licenses (including, without limitation, all licenses to use the trade names, trademarks and service marks licensed from time to time by Wendy's International, Inc. to Debtor in its capacity as a Wendy's franchisee) and trade secrets; all causes of action, corporate or other business records, customer lists, tax refunds and tax refund claims; all rights of Debtor, whether as lessor or lessee, under any and all leases; and all rights to indemnification (including, without limitation, under the Stock Purchase Agreement, dated as of August 31, 1987, between Debtor and the other parties thereof, concerning the sale of Borrower's capital stock, as the same may be amended or modified now or hereafter;
- (5) All right, title, interests, benefits and claims of Debtor arising under any and all, development and franchise agreements now or hereafter existing between Debtor and Wendy's International, Inc., evidencing the grant of developmental rights to Debtor to own and operate Wendy's Old Fashioned Hamburgers Restaurants together with any similar agreements now or hereafter existing between Debtor and Wendy's International, Inc., which rights include, but without limitation, (a) developmental rights and first refusal rights with respect to the territories covered by the development agreements, and (b) the franchise to operate Wendy's Old Fashioned Hamburgers Restaurants in such territories together with the right to use the names and

marks licensed by Wendy's International, Inc. in connection therewith and to use the operational systems used in connection with the operations of such Restaurants;

- (6) All property of Debtor subject to or referred to in any letter of credit issued at its request and for its account by a Secured Party or accompanying any draft drawn thereunder, including, without limitation, all trust receipts, instruments, documents of title, insurance policies or certificates of insurance;
- (7) All rights, remedies, claims, interests and benefits now or hereafter existing or arising in favor of Debtor under the Amended and Restated Purchase Agreement, dated as of August 24, 1987, by and between Debtor and the other parties thereto, concerning the sale by Debtor of its Wendy's Old Fashioned Hamburgers Restaurants operations in Saint Louis, Missouri, as the same may be modified or amended now or hereafter, together with all documents, instruments or agreements executed by any one or more of the parties thereto in connection therewith, including, without limitation, all right, title and interest existing, or which hereafter may exist, in favor of Debtor in and to the property of Debtor sold pursuant to such agreement or any property of any party to such agreement or any other such documents, whether as owner, assignee, secured party, subrogee or otherwise;
- (8) All books and records of Debtor pertaining to any of the foregoing;
- (9) All products and proceeds of any of the foregoing (including, without limitation, proceeds of any insurance policies).

EXHIBIT "B" TO FINANCING STATEMENT

Debtor: DAVCO FOOD, INC.

Secured Parties: See Below

CITICORP NORTH AMERICA, INC.
211 Perimeter Center Parkway
Suite 800
Atlanta, Georgia 30346

CITIBANK, N.A.
c/o Citicorp North America, Inc.
211 Perimeter Center Parkway
Suite 800
Atlanta, Georgia 30346



MARYLAND NATIONAL BANK

We want you to grow.™

270659

BOOK 520 FILE 130

FINANCING STATEMENT

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

5 Debtor(s) Name(s) RPR Corp. Address(es) 52 Mountain Rd
Glen Burnie, MD 21061

6 Secured Party Maryland National Bank Address P.O. Box 871
Annapolis, MD 21404
Attention Lisa Edwards

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.

RPR Corp.
 Richard P Rom, President (Seal)

Secured Party
 Maryland National Bank
Elaine J Stevens (Seal)
 Elaine J Stevens, Branch Officer/Manager
 Type name and title

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

17-50

STATE OF MARYLAND

BOOK 520 PAGE 149

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264728

RECORDED IN LIBER 505 FOLIO 35 ON November 18, 1986 (DATE)

1. DEBTOR

Name W. Jack Davis Company

Address 101 Frostburg Industrial Park, Frostburg, MD 21532

2. SECURED PARTY

Name Komatsu America Corporation

Address 1900 Powell Avenue, P.O. Box 8830, Emeryville, CA 94662

Chrysler First Diversified Credit Inc, P.O. Box 152604, Irving, TX 75015
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

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

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

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

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

Please amend Secured Party's name and address to read:
Komatsu America Corp.
4275 Shackelford Rd.
Norcross, GA 30093-2979

Please amend Debtor's name to read:
Rish Equipment Company

Rish Equipment Company

[Signature]
(Signature of Debtor)

Komatsu America Corp.
by Chrysler First Diversified Credit
Inc., Attorney-In-Fact

Dated OCT 20 1986

[Signature]
(Signature of Secured Party)

Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 520 PAGE 141

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264727

RECORDED IN LIBER 505 FOLIO 33 ON November 18, 1986 (DATE)

1. DEBTOR

Name W. Jack Davis Company

Address 100 Bluefield Avenue, Bluefield, W.V. 24701

2. SECURED PARTY

Name Komatsu America Corporation

Address 1900 Powell Avenue, P.O. Box 8830, Emeryville, CA 94662

Chrysler First Diversified Credit Inc, P.O. Box 152604, Irving, TX 75015
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>Please amend Secured Party's name and address to read: Komatsu America Corp. 4275 Shackelford Rd. Norcross, GA 30093-2979</p> <p>Please amend Debtor's name to read: Rish Equipment Company Please amend Debtor's address to read: Airport Rd. near US 52 Bluefield, WV 24701</p>	

Rish Equipment Company

D. P. Pugh

(Signature of Debtor)

Komatsu America Corp.
by Chrysler First Diversified Credit
Inc., Attorney-In-Fact

Dated _____

Stephen Crescine

(Signature of Secured Party)

Type or Print Above Name on Above Line

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 520 PAGE 142
Identifying File No. 270051

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Richard A. Rudiger T/A RUDIGER PRINTING COMPANY
Address 550 Crain Highway N., Suite 3 Glen Burnie, Md. 21061

2. SECURED PARTY

Name CHANLEY FINANCE COMPANY
Address 222 Cedarmere Circle Owings Mills, Md. 21117

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

3. Maturity date of obligation (if any) _____

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

(1) AB DICK 9810 XCS PRESS s/n

Name and address of Assignee
BALTIMORE FEDERAL FINANCIAL FSA
500 N. Calvert Street
Baltimore, Md. 21202

(1) AB DICK 1-3874 DRY SPRAY ATTACHMENT s/n

CONDITIONAL SALE NOT SUBJECT TO 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)

Richard A. Rudiger
(Signature of Debtor)

Richard A. Rudiger
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Patrick E. O'Malley
(Signature of Secured Party)

Patrick E. O'Malley
Type or Print Above Signature on Above Line

1250

BOOK 520 PAGE 143

270002

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Dealer Contract
- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ _____
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR
 Arnold H. Miller, Jr., Inc.
 154 Defense Highway
(Name)
 Annapolis, Maryland 21401
(Address)

SECURED PARTY (OR ASSIGNEE)
 THE FIRST NATIONAL BANK OF MARYLAND
 Attn Shirley Mascaro
(Name of Loan Officer)
 P.O. Box 17292
(Address)
 Baltimore, Maryland 21203

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

- (1) Used 1976 Case 450 Crawler Loader
 S/N 3062014

JA

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)
Arnold H. Miller, Jr.
(Signature)
 Arnold H. Miller, Jr.
(Print or Type Name)

DEBTOR (OR ASSIGNOR)

(Seal)

(Seal)

(Signature)

(Print or Type Name)

BODS 520 PAGE 144

FLOOR PLAN - LINE OF CREDIT

270653

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): J.C. Mann & Associates, Inc.
Address: 612 Third Street
P.O. Box 3296
Annapolis, Md. 21403

2. Name of Secured Party: Annapolis Banking & Trust Co.
Address: P.O. Box 311
Annapolis, Md. 21404

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

RECORD FEE 11.00
POSTAGE .50
#096620 0055 R02 T09:19
11/20/87
JA

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

50' Fantail Motoryacht, Hull # FTY 50002K788

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

The above-described goods are affixed or to be affixed to:

Debtor(s):

Secured Party:

J.C. Mann & Associates, Inc.

Annapolis Banking & Trust Co.
(Type Name of Dealership)

By: *[Signature]* PRES

By: *[Signature]*
(Authorized Signature)

William A. Busik, Asst. Vice Pres.
(Type Name and Title)

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

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

9-BPC

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 454 Page No. 461
Identification No. 244485 Dated Oct 1 1982

1. Debtor(s) John Leeds Barroll, III
Name or Names—Print or Type
670 Americana Drive Apt 22 Annapolis, Md. 21403
Address—Street No., City - County State Zip Code

2. Secured Party (CentraBank) Central Savings Bank
Name or Names—Print or Type
201 N. Chalres Street Baltimore Md 21202
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

NEC APC-HOA2 with 2 disk drives, 128K RAM. printer
port, serial port
Benchmarkword processor
CP/M operating system
NEC Letter quality printer
Printer cable
Box of 10 disks
Data base software

Touch Technology, Inc.
3 Church Circle
Annapolis, Maryland 21401

Dated: November 12, 1987

CentraBank
Name of Secured Party
Mary J. Shue
Signature of Secured Party
Mary J. Shue, Assistant Vice-President
Type or Print (Include Title if Company)

STATE OF MARYLAND

FINANCING STATEMENT Form UCC-1

Identifying File No. BOOK 520 PAGE 140

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 273651

If transaction or transactions wholly or partially subject to recordation tax indicate amount of tax due here \$ -0-

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

This financing statement dated 3/24/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. DEBTOR

Name James R. Sherman and Debra L. Sherman

Address 219 Coronet Dr., Linthicum, Md. 21090

2. SECURED PARTY

Assignee:

Name Maryland Pool & Patio Manufacturers Hanover Consumer Services, Inc.

Address 3540 Crain Hwy., Bowie, Md. 20715 6001 Montrose Rd., Suite 702 Rockville, Md. 20852

ASSIGNEE ABOVE

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

3. Maturity date of obligation (if any) 4/1/92

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

Spa

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)

10

James R. Sherman
(Signature of Debtor)

James R. Sherman

Type or Print Above Name on Above Line

Debra L. Sherman
(Signature of Debtor)

Debra L. Sherman

Type or Print Above Signature on Above Line

Gary L. Wagner
(Signature of Secured Party)

GARY L. WAGNER

Type or Print Above Signature on Above Line

BOOK 520 PAGE 147

278655

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 Nikway, Inc.
Address 101 Buckingham Ave. Glen Burnie, MD 21061

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

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

Nikway, 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 ADMIN. V.P.
Type or Print Above Signature on Above Line

1750

CONDITIONAL SALE CONTRACT NOTE

BOOK 520 PAGE 148

TO: Beltway International Trucks, Inc. FROM: Nikway, Inc.
1800 Sulphur Spring Rd. Baltimore, MD 21227 101 Buckingham Ave. Glen Burnie, MD 21061

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

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks)
See Schedule "A" attached hereto and made a part hereof for description of equipment.

Table with 10 rows detailing financial terms: (1) CASH SALE PRICE \$29,146.35, (2) DOWN PAYMENT in Cash \$5,000.00, (3) DOWN PAYMENT in Goods (Trade-in Allowance) \$-0-, (4) UNPAID BALANCE [Items (1)-(2)-(3)] \$24,146.35, (5) INSURANCE and other Benefits \$-0-, (6) OFFICIAL or DOCUMENTARY FEES \$150.00, (7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)] \$24,296.35, (8) FINANCE CHARGE (Time Price Differential) \$4,971.65, (9) CONTRACT PRICE (Time Balance) [Items (7)+(8)] \$29,268.00, (10) TIME SALES PRICE [Items (2)+(3)+(9)] \$34,268.00

Description of any Trade In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 101 Buckingham Avenue, Glen Burnie, Anne Arundel, Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder may from time to time appoint, the sum of Twenty nine thousand two hundred sixty eight and 00/100

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 13th day of December, 19 87, and continuing on the same date each month thereafter until paid: the first 35 installments each being in the amount of \$ 813.00 and the final installment being in the amount of \$ 813.00

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, appraisalment and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

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

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

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

Date: November 12, 19 87
Accepted: Beltway International Trucks, Inc. (SEAL)

BUYER(S)-MAKER(S):
Nikway, Inc. (SEAL)

By: [Signature]
(Witness as to Buyer's and Co-Maker's Signature)

By: [Signature]
Co-Buyer-Maker:
Harry R. Robinson, Pres (SEAL)
(Print Name of Co-Buyer-Maker Here)

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

By: _____

This instrument prepared by _____

*and to redeem the property if repossessed for default and require under certain conditions a resale of the property if repossessed.

INITIAL HERE

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

... of the terms and conditions hereof or any other agreement with Holder or becomes insolvent or changes its management, operations, ownership or status or control, or if bankrupt, reorganized or otherwise insolvent, proceedings instituted by or against Buyer, or if Holder shall at any time deem the property in danger of seizure, attachment or misappropriation, Holder, at its option, may then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorney's 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 (B) retain all payments and sell collateral at public or private sale (all without publication of 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 attorney's fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. ~~Holder, at its option, may then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorney's 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 (B) retain all payments and sell collateral at public or private sale (all without publication of 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 attorney's fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon.~~

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. ~~part of the consideration for Seller's entering into this contract, Buyer and Assignee, by their signatures below, hereby designate Stuart B. Glavin, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as their true and lawful attorneys-in-fact and agent for them and in their name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify them of all proceedings in their proper address known to Holder, by certified mail within three days of such service having been effected, and such parties hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provisions effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.~~

GUARANTORS ENDORSERS SIGN HERE:

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

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

ASSIGNMENT ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property") and all rights and remedies therein, including the right to collect installments due thereon, and the right (either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might lawfully take) for the 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 (herein named "Buyer") of any payment at its due date, and 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, attorney's fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment and endorsement, Seller hereby designates and appoints Stuart B. Glavin, 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 by Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, monies, 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 to 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 debt created 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 therein, 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 and contract or render it less valuable or valueless, that there is no unpaid and owing thereon, the whole or the balance due, and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed, Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewal thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not release 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 financed directly or indirectly by Seller to Buyer. Seller will not advance, give or loan to Buyer directly or indirectly any part of the unpaid purchase price, that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossession, and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

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

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

INITIAL
 HERE
 PAGE 1 OF 2
 5:20
 INITIAL
 HERE

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated November 12, 19 87 between the undersigned.

BOOK 520 PAGE 150

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
one (1)	Navistar Conventional Glider Kit 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:	1988	9370-D410	JC009536
one (1)	Peterbilt Cabover Tractor with sleeper	1979	352S86	120514N
one (1)	Mack Cabover Tractor	1978		
one (1)	Western Star Conventional Tractor	1980	4964-2WS	KPNCP1903594

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

Seller, Mortgagee or Lessor:

Beltway International Trucks, Inc.

[Signature]

Purchaser, Mortgagor or Lessee:

Nikway, Inc.

By: [Signature]

AA CO.

270650

BOOK 520 PAGE 151

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>
Commerce, Inc.	THE FIRST NATIONAL BANK OF MARYLAND
(Name)	Attn: Thomas B. Freeze
815 Central Avenue	25 South Charles St.
(Address)	(Name of Loan Officer)
Linthicum, Maryland 21090	Baltimore, Maryland 21201
	(Address)

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

A/R ONLY

(1) all of Debtor's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) all OF Debtor's other assets, specifically including (but not limited to) inventory and equipment, 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 the possession of Secured Party, as well as all proceeds 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 land (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>SECURED PARTY</u>
Commerce, Inc. (Seal)	The First National Bank of Maryland (Seal)
(Signature)	(Signature)
L.A. WIST - CFO	Thomas B. Freeze
(Print or Type Name)	(Print or Type Name)
Asst. Sec.	

11.00

BOOK 520 PAGE 152

271057

The 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) PHYSICAL THERAPY & SPORTS FITNESS ASSOCIATES, PA 200 Hospital Dr. Ste. #205 Glen Burnie, MD 21061	2 Secured Party(ies) and address(es) GOODWAY CREDIT CORP. 930 Fox Pavilion Jenkintown, PA 19046	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 For a purchase money security interest in: SEE ATTACHED SCHEDULE		5 Assignee(s) of Secured Party and Address(es)

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

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

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

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

PHYSICAL THERAPY & SPORTS FITNESS ASSO. PA GOODWAY CREDIT CORP.

By: *Deann Brubaker* Pres. By: *John C. Dougherty* VP.

Signature(s) of Debtor(s) Title Signature(s) of Secured Party(ies) Title

STANDARD FORM FORM UCC-1. (For Use in Most States)



GOODWAY CREDIT CORPORATION

SCHEDULE OF EQUIPMENT

TO LEASE AGREEMENT NUMBER _____

BOOK 520 PAGE 153

Page _____ of _____

LESSOR **GOODWAY CREDIT CORPORATION**

LESSEE **PHYSICAL THERAPY & SPORTS FITNESS ASSOCIATES, PA**

ADDRESS 200 Hospital Dr. Ste. #205
Glen Burnie, MD 21051

<u>QUANTITY</u>	<u>MANUFACTURER</u>	<u>DESCRIPTION/MODEL</u>	<u>SERIAL NO.</u>
2	IBM	PS 2 Computer Systems Model 25	
OFFICE FURNITURE			
2		Desks	
2		Chairs	
1		File Cabinet	
1		Lamp	



Financing Statement

BOOK 520 PAGE 154

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ _____
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel Co., MD

270653

1 Debtor(s) NAME Street City State
 Cardinal Industries Inc. 333 S. Hammonds Ferry Rd. Glen Burnie, M.D. 21061
 and 2040 S. Hamilton Rd. Columbus O.H. 43232

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

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

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- If collateral is goods which are or are to become fixtures: The above described goods are affixed or to be affixed to the Real Estate described below.

Title Owner of Real Estate _____

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

Debtor(s) or Assignor(s)

Secured Party: SOVRAN BANK/MARYLAND

Cardinal Industries Inc.

By Dennis L. Stough

By: Joseph V. Collins

Type Name Dennis L. Stough

Joseph V. Collins

Title Assistant Vice-President

Vice-President/Mortgage Co.

Type or Print Name and Title of Each Signature

Merrifield Apts.
Salisbury, MD

1350

Cardinal Industries, Inc.
Merrifield Apts.
Salisbury, MD

BOOK 520 PAGE 155

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.

Cardinal Industries, Inc.
Merrifield Apts.
Salisbury, MD

BOOK 520 PAGE 150

Schedule B

Finished Building Components consisting of 96 units:

11 (Eleven) 1-Bed Tolliver	S/N 3012-3014, 3033, 3040, 3041, 3046, 3066, 3067, 3083 3084.
53 (Fifty-Three) 1-Bed	S/N 3002-3004, 3006-3010, 3020-3023, 3030-3032, 3035-3038, 3042-3044, 3047-3050, 3052-3056, 3058-3060, 3062-3064, 3069-3071, 3076-3077, 3079-3081, 3086-3087, 3089-3092, 3094, 3095.
3 (Three) 1-Bed BFO	S/N 3017-3019
3 (Three) 2-Bed	S/N 3016, 3073, 3074.
4 (Four) 2-Bed Master Suite	S/N 3025, 3026, 3027, 3029.
1 (One) 1-Bed Master Suite BFO	S/N 3034.
19 (Nineteen) Studio	S/N 3005, 3011, 3024, 3029, 3039, 3045, 3051, 3057, 3061, 3065, 3068, 3072, 3075, 3078, 3082, 3085, 3088, 3093, 3096.
1 (One) Laundry	S/N 3015.
1 (One) Mngrs Apt./Office	S/N 3001.

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 Carolyn L. Korn
Address 1900 Columbia Avenue, Landover, MD 20785

2. SECURED PARTY

Name Annapolis 4A Rentals & Sales
Address 1919 Lincoln Drive
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 750 Utility Tractor, 2 wheel drive
S/N 1M0C750502014
- New John Deere 160 Midmower
S/N 1M0C160A550455

CHECK THE LINES WHICH APPLY

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

Carolyn L. Korn
(Signature of Debtor)

Carolyn L. Korn
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Annapolis 4A Rentals & Sales
(Signature of Secured Party)

Annapolis 4A Rentals & Sales
Type or Print Above Signature on Above Line

1/1/80

BOOK 520 FILE 158
270600

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 L & G Horse Farm

Address 8399 Baltimore Annapolis Blvd., Pasadena, MD 21122

2. SECURED PARTY

Name John Deere Company

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 2155 Utility Tractor
S/N L02155R615562

-New John Deere 175 Loader

-New John Deere #7 Box scraper

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

L & G Horse Farm
(Signature of Debtor)

L & G Horse Farm
Type or Print Above Name on Above Line

Eugene Gilbert
(Signature of Debtor)

Eugene Gilbert
Type or Print Above Signature on Above Line

John Deere Co.
(Signature of Secured Party)

John Deere Company
Type or Print Above Signature on Above Line

1150

FINANCING STATEMENT FORM UCC-1

Identifying File No. 250001

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

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

1. DEBTOR

Name Northward Corporation

Address 8004 Jumpers Hole Road, Pasadena, MD 21122

2. SECURED PARTY

Name John Deere Company

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 Compact Utility Tractor, MFWD S/N M00855D436567

-New John Deere 52 Loader w/54" bucket S/N TY0052L003578

-New John Deere No. 7 Backhoe S/N

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)

Northward Corporation (Signature of Debtor)

Northward Corporation Type or Print Above Name on Above Line

Reese Diggs (Signature of Debtor)

Reese Diggs Type or Print Above Signature on Above Line

John Deere Co (Signature of Secured Party)

John Deere Company Type or Print Above Signature on Above Line

1150

270002

BOOK 520 PAGE 180

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 11/27/27 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chesapeake Home Improvements
Address 505 Southview Drive, Riva, MD 21140

2. SECURED PARTY

Name John Deere Company
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 935 Front mount mower S/N MDF935 X475198
- New J.D. 60" Front mower S/N MD1052 X 552842
- New John Deere 2 stage snow blower S/N MD180 X 573171
- New John Deere 3 bag collection system S/N _____
- New John Deere 52" commercial walk behind S/N T45217 D113144
- New Centerville trailer

CHECK THE LINES WHICH APPLY

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

Chesapeake Home Improvements
Type or Print Above Name on Above Line
Charles W. Stover
(Signature of Debtor)

Charles W. Stover
Type or Print Above Signature on Above Line

John Deere Co
(Signature of Secured Party)

John Deere Company
Type or Print Above Signature on Above Line

1/150

2770003

1 No. of additional sheets	State Filing Account No.	For Filing Officer (Date, Time, Number, and Filing Office)
2 Debtor(s) Last Name First Address(es) Social Sec. No. Tax ID No. Maryland Chair Corp. dba La-Z-Boy Showcase Shoppe 7154 Richie HWY Glen Burnie, MD 21061-2985		3 Secured Party(ies) and address(es) La-Z-Boy Chair Company 1284 N. Telegraph Rd. Monroe, MI 48161 Attn: W.R. Vack CHECK 'x' if applicable
4 Name and address(es) of assignee(s) (if any)	5 <input checked="" type="checkbox"/> Products of collateral are also covered 6 <input type="checkbox"/> Collateral was brought into this state subject to a security interest in another jurisdiction	

DO NOT WRITE IN THIS SPACE

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

All retail furniture and all fixtures held by debtor for resale at any location of debtor and all accounts receivable of debtor both now existing and hereafter acquired.

Indebtedness \$200,000.00 Tax of \$660.00 Paid to State Dept of Assessments & Taxation.

Maryland Chair Corp. dba
La-Z-Boy Showcase Shoppe
Tony Ciliberti Pres.
Tony Ciliberti - President
SECRETARY OF STATE COPY

La-Z-Boy Chair Company
by *Gene Hardy*
Gene Hardy - Treasurer

1793

County - 12 50
Recordation - 14 50

BOOK 520 PAGE 182

270001

File No. _____
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

Not subject to Recordation Tax. To Be Recorded in The Land Records
(For Fixtures Only).
XX Subject to Recordation Tax on prin-
cipal amount of \$ 2,000.00

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

Ji Hyang Rim T/A Crofton Liquors

1639 Route 3
Gambrills, Maryland 21054

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collateral): All of borrower's furniture, fixtures, machinery, and equipment and all replacements thereof and additions or attachments thereto, and all Borrower's accounts receivable, contract rights and inventory, now owned or hereafter acquired, and the proceeds and products thereof.

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

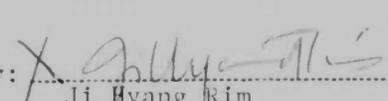
5. XX Proceeds)) of the collateral are also specifically covered.
XX Products)

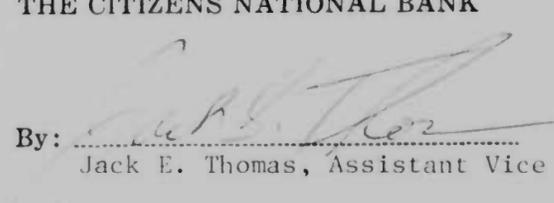
Debtor

Secured Party (Assignee)

Ji Hyang Rim T/A Crofton Liquors

THE CITIZENS NATIONAL BANK

By: 
Ji Hyang Rim

By: 
Jack E. Thomas, Assistant Vice President

By: _____

Type or print all names and titles under signatures.

12
14 50

FINANCING STATEMENT

2734005

- 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 \$ 150,000.00. 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) Liccini, Inc. Address(es) 161 Ultralite Avenue
Annapolis, Maryland 21401

6. Secured Party Equitable Bank, National Association Address 100 S. Charles Street
Baltimore, Maryland 21201
Attention Linda Perry
(Legal Name & Title)
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) Liccini, Inc.
By: Mark Liccini, President (Seal)
Mark Liccini, President

(Seal) _____ (Seal)

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

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

Handwritten:
11/15/90
105050

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) F. Scott Jay & Company, Inc. P.O. Box 482 214 Najoles Dr. Millersville, MD 21108</p>	<p>2 SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Mary Stafford, T0609</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 wholesale of lumber products (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

Norfield Magnum Door Jam machine with all attachments and accessories.

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

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

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

E. Other.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 20,000.00

DEBTOR:

F. Scott Jay & Company, Inc.
(Type Name)
By: [Signature]
F. Scott Jay, President
(Type Name)

SECURED PARTY:

SIGNET BANK/MARYLAND
By: [Signature]
Stephen G. Evseeff, V.P.
(Type Name)
October 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.

11-140-50

PRINT OR TYPE ALL INFORMATION

270607

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

The filer must stamp 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, (type style, etc). No other name will be indexed.

Altel, Inc. P.O. Box 120 Kingsville, Maryland 21087

This is for informational purposes only. This is a lease.

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

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

34

Name & address of XXXXXXXXXX Lessor Telco Leasing Acceptance Corporation 8001 West Broad Street, Suite #100 Richmond, Virginia 23229

Name & address of Assignee GTE Leasing Corporation 1907 US Highway, 301 North, Suite 270-A Tampa, Florida 33619

Date of maturity if less than five years

Check if proceeds of collateral are covered ()

Description of collateral covered by original financing statement

SEE ATTACHED EQUIPMENT SCHEDULE

Lessee is not authorized to sell, assign, or otherwise transfer Lessor's right to the above, without the prior consent of the Lessor.

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:

Altel, Inc.

[Signature]

11/12/87

Signature of XXXXX (Date) 10-29-87 Lessee

FILING OFFICER COPY

Telco Leasing Acceptance Corporation

[Signature]

11/12/87

Signature of Michael G. Kouri, President XXXXXXXXXX (Date) 10-29-87 Lessor

1750

BOOK 520 PAGE 108

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF Maryland

TOTAL NUMBER OF SHEETS 4

The equipment includes coin telephones listed in this schedule and coin telephones hereafter leased from Lessor.

The Little Campers Inn Anne Arundel Cty. 1 GTE 1220 pay phone, 1 State Sales Security Backboard
61-63 Maryland Avenue
Annapolis, Maryland 21401

Carroll's Creek Cafe Anne Arundel Cty. 2 GTE 1220 pay phones, 2 Fortec FS 1600
Annapolis City Marina
410 Severn Ave.
Annapolis, Md. 21403

Middleton Tavern Anne Arundel Cty. 1 GTE 1220 pay phone, 1 Fortec FS 1600
2 Market Space
Annapolis, Maryland 21401

Altel, Inc.

Telco Leasing Acceptance Corporation

by: *[Signature]* 11/12/87
~~XXXXX~~ 10-29-87
Lessee

by: *[Signature]* 11/12/87
Michael G. Kouri, President
~~XXXXX~~ 10-29-87
Lessor

2
SHEET No.

(1) Filing Officer Copy—Alphabetical

FORM UCC-E

BOOK 520 PAGE 167

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF Maryland

TOTAL NUMBER OF SHEETS 4

This equipment includes coin telephones listed in this schedule and coin telephones hereafter leased from Lessor.

McGarvey's Saloon
8 Market Space
Annapolis, Md. 21401

Anne Arundel Cty.

2 GTE 1220 pay phones, 2 Fortec FS 1600

Merritt-Annapolis
1981 Mooreland Parkway
Annapolis, Md. 21401

Anne Arundel Cty.

2 GTE 1220 pay phones, 2 Fortec FS=1607STS

Pete's Place
163 Main Street
Annapolis, Md. 21401

Anne Arundel Cty.

1 GTE 1220 pay phone, 1 FS 1607 STS enclosure

Altel, Inc.

Telco Leasing Acceptance Corporation

by: *Timothy Fisher* 11/17/87
~~XXXXX~~
Lessee

by: *Michael G. Kouri* 11/12/87
~~XXXXX~~
President
Lessor

3
SHEET No.

(1) Filing Office Copy - Alphabetical

FORM UCCE

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF Maryland

TOTAL NUMBER OF SHEETS 4

This equipment includes coin telephones listed in this schedule and coin telephones hereafter leased from Lessor.

Herrington Harbor
Route 261
Friendship, Maryland 20758

Anne Arundel Cty.

1 GTE 1220 pay phone, 1 Fortec enclosure
FS-1607 STS

Harry Browne's Restaurant
66 State Circle
Annapolis, Md. 21401

2 GTE 1220 pay phones, 1 Fortec #251137D,
1 State Sales security backboard,
1 Fortec DB1300

Clay's LIquors
1 Riverview Drive
Annapolis, Md. 21401

Anne Arundel Cty.

2 GTE 1220 pay phones, 1 Fortec FS 1607STS,
1 Fortec 251137D, 1 Fortec DB1300

Altel, Inc.

by: *Timothy Fisher* 11/12/87
~~XXXXX~~ 10-29-87
Lessee

Telco Leasing-Acceptance Corporation

by: *Michael G. Kouri* 11/12/87
~~XXXXX~~ 10-29-87
Lessor

4
SHEET No.

(1) Filing Office Copy - Alphabetical

FORM UCC-E

BOOK 520 PAGE 159

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code

1. DEBTOR(S) and Address(es) Cloverleaf Pizza, Inc. CLOVERLEAF PIZZA, INC 8207 CLOVERLEAF DRIVE MILLERSVILLE, MD. 21146	2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Commercial Loan Dept. Return to Secured Party
---	--

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

A All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

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

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

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

E Other

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~(is)~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 70,000.00

DEBTOR:

SECURED PARTY:

Cloverleaf Pizza, Inc.
(Type Name)

SIGNET BANK/MARYLAND
By: Stephen J. Lynch

By: Frank Borda, President, Pres.

Stephen J. Lynch, Vice President
(Type Name)

By: _____

11/16 1987
(Date Signed by Debtor)

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

11-490-50

STATE OF MARYLAND

A/C# 8-587S-C-02-04849-4
Anne Arundel County

BOOK 520 PAGE 171

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265131

RECORDED IN LIBER 506 FOLIO 100 ON December 15, 1986 (DATE)

1. DEBTOR

Name Norman T. Cully Excavation & Construction, Inc.
Address 811 Best Gate Road, Annapolis, MD 21401 (Anne Arundel Co.)

2. SECURED PARTY

Name State Equipment, Div Secorp National, Inc.
Address 1400 Joh Ave, Baltimore, MD 21227

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></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 checked="" type="checkbox"/> XXX</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>*Credit Alliance Corporation 500 DiGiulian Blvd Glen Burnie, MD 21061</p> <p>ONE (1) Dresser Crawler Dozer model TD 8E S/N 10469</p>	

Dated 10/90

Dennis E. Levering
(Signature of Secured Party)
Dennis E. Levering, Exec. V. Pres./Treas.
Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 520 PAGE 172

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 49558

RECORDED IN LIBER 513 FOLIO 129 ON 5/22/87 (DATE)

1. DEBTOR

Name HARTMAN AND CRAN
Address 2001 RIVA RD SUITE 410 ANNAPOLIS MARYLAND

2. SECURED PARTY

Name AT&T
Address 155 MARKET PL 7TH FL
BALTO MD 21202

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

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

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

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

Dated 9/30/87

[Signature]
(Signature of Secured Party)

DAVID WARE
Type or Print Above Name on Above Line

10-50

STATE OF MARYLAND

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

BOOK 520 PAGE 173

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 267927

RECORDED IN LIBER 513 FOLIO 150 ON JUN 9, 1987 (DATE)

1. DEBTOR

Name INSTITUTE FOR RESOURCE MANAGEMENT INC
Address 266 Riva Rd 3rd Flr, Annapolis, MD 21401

2. SECURED PARTY

Name AT&T
Address 123 MARKET PLACE 7TH FLR
BALTIMORE MD 21202

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

3. Maturity date of obligation (if any)

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

Dated 11-5-87

[Signature]
(Signature of Secured Party)
DAWN WARE
Type or Print Above Name on Above Line

10550

270670

BOOK 520 PAGE 174

FINANCING STATEMENT

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name Annapolis Dirt Contractors, Inc.
Address 987 High Point Drive, Annapolis, Maryland 21401

2. SECURED PARTY

Name John Deere Industrial Equipment Company
Address P.O. Box 65090 West Des Moines, IA 50265

PERSON AND ADDRESS TO WHOM STATEMENT IS TO BE RETURNED IF DIFFERENT FROM ABOVE _____

3. Maturity date of obligation (if any) _____

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

Make or Manufacturer	Description	Identification Number	Motor Number	Model	Year
John Deere	Diesel Crawler Loader	219599		450C	

CHECK THE LINES WHICH APPLY

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

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

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

Annapolis Dirt Contractors, Inc.
Sabatino J. Lewis Jr
(Signature of Debtor)

John Deere Industrial Equipment Co.

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Name on Above Line

11-50

270671

BOOK 520 FILE 175

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 Dovell & Williams Inc.
Address 1100 or 7100 Crain Highway NW, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Saab-Scania of America, Inc.
Address Saab Drive, P.O. Box 697, Orange, Connecticut 06477

Person And Address To Whom Statement Is To Be Returned 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 Scania Trucks, Parts and Accessories sold by Secured Party to Debtor, whether now held by Debtor or hereafter acquired, wherever located, as to which Secured Party has not been paid in full, together with all substitutions, renewals, accretions, additions and accumulations of and to the foregoing of like nature, together with all proceeds from the sale of any and all of the aforesaid items.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Dovell & Williams Inc.

(Signature of Debtor)

Randall G. Williams, President

Type or Print Above Name on Above Line

Randall G. Williams

(Signature of Debtor)

Type or Print Above Signature on Above Line

Saab-Scania of America, Inc.

Kenneth F. Adams
(Signature of Secured Party)

By Kenneth F. Adams, Vice President

Type or Print Above Signature on Above Line

1150

BOOK 520 PAGE 176

273072

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

1 Debtor(s) (Last Name First) and address(es) Dehn, Melvin J. Dehn, Wanda R. 619 Carl Road Glen Burnie, MD 21051	2 Secured Party(ies) and address(es) Security Pacific Finance Corp. 2568-A Riva Road #101 Annapolis, MD 21401	For Filing Officer (Date, Time, Number and Filing Office)
--	--	---

4 This financing statement covers the following types (or items) of property
24' Azurewood Pool, filter EC 40-75, Skimmer, Ladder, Chemical.

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

<u>Melvin Dehn</u>	Security Pacific Finance Corp.
By <u>Wanda Dehn</u> Signature(s) of Debtor(s)	By <u>Mae Hatfield</u> Mae Hatfield Signature(s) of Secured Party(ies)

STANDARD FORM FORM UCC-1.
18 5 1

BOOK 520 PAGE 177

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

270073

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) CROSSING EXTENSION BUILDING 433 CROSSING PLAZA ANNAPOLIS, MD	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)

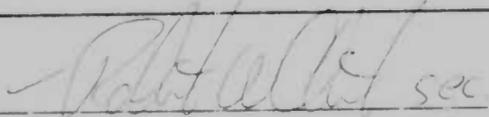
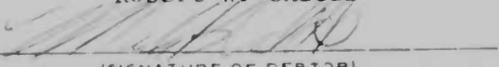
3. This Financing Statement covers the following types (or items) of personal property:

NEW HOLLAND 6555 SERVO STEEL COMB & 712295
CASE 1450 APTX DIESEL MTR & 1279601

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:

	Ford Motor Credit Company
(SIGNATURE OF DEBTOR) Robert W. Childs	(NAME OF SECURED PARTY)
	BY:  Agent
(SIGNATURE OF DEBTOR) Mark W. Childs	

1/100

BOOK 520 PAGE 178

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

271071

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) <i>LUMBERY EARL J 857 STATE ROAD POTOMAC MD 21111</i>	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:

*1 NEW FORD LTD DIESEL TRUCK SIN 4411514
2 NEW FORD LTD DIESEL TRUCK SIN 4411514
3 NEW LINCOLN V HORN BLADE*

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:

Earl A. Venerick _____ Ford Motor Credit Company _____
 (SIGNATURE OF DEBTOR) (NAME OF SECURED PARTY)

Earl A. Venerick _____ BY: *[Signature]* Agent _____
 (SIGNATURE OF DEBTOR)

1100

TO BE RECORDED AMONG THE FINANCING RECORDS
OF ANNE ARUNDEL COUNTY, MARYLAND

271075

BOOK 520 PAGE 179

Not to be recorded
in Land Records

Not subject to Recordation Tax
Principal amount of debt
secured is:

\$5,250,000.00

The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

FINANCING STATEMENT

1. Debtor: Address:
Annapolis Development Corp., a Maryland corporation 2660 Riva Road, Suite 420
Annapolis, Maryland 21401
2. Secured Party: Address:
Sovran Bank, N. A. 8300 Greensboro Drive
Suite 680
McLean, Virginia 22102
3. Trustee: Address:
Dennis M. Griffith and
Kendel E. Carson 8300 Greensboro Drive
Suite 680
McLean, Virginia 22102
4. This Financing Statement covers:
(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors

25-50

and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

BOOK 520 PAGE 180

(b) Any annual crops planted or cultivated by the Debtor or those claiming under the Debtor now or hereafter located upon or about the premises hereinafter described; and

(c) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(d) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

(e) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral.

The Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owned by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on "EXHIBIT A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust hereinabove referenced.

8. Maturity date of the obligation, if any: December 1, 1989.

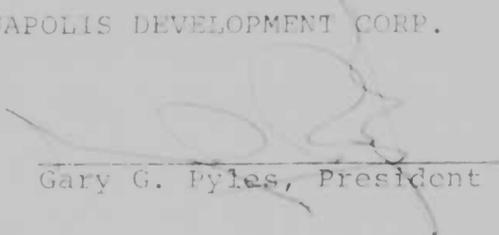
Debtor:

ANNAPOLIS DEVELOPMENT CORP.

Secured Party:

SOVRAN BANK, N. A.

By:


Gary G. Pyles, President

By:



BOOK 520 PAGE 181

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

Steven W. Blaine, Esquire
McGuire, Woods, Battle & Boothe
8280 Greensboro Drive
Suite 900, Tysons Corner
McLean, Virginia 22102

EXHIBIT A

Legal Description

520 p. 182

Parcel A

BEING SHOWN AND DESIGNATED as Unit 1000, as shown on a plat entitled "Section One, Addition Three, Riva 400 Office Park Condominium recorded among the Plat Records of Anne Arundel County, Maryland, in Condominium Plat Book 36, Page 18."

BEING PART OF THE SAME lot of ground which by Deed dated June 30, 1983, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber EAS 3608, folio 443, was conveyed by Basil E. Moore, Jr., John O. Crandell and Alvin S. Taylor, as Trustees of Metropolis Lodge No. 17, Annapolis, Maryland, Independent Order of Odd Fellows unto Annapolis Development Corp., a Maryland corporation.

BEING PART OF THE SAME lot of ground which by Deed dated April 17, 1984, and recorded as aforesaid, in Liber EAC 3720, folio 517, was conveyed by Charles E. Davis and Hazel J. Davis, his wife, unto Annapolis Development Corp., a Maryland corporation.

Parcel B

"Ohlinger/Campbell"

BEGINNING FOR THE SAME at a pipe found on the southwest side of Bausum Road (40 feet wide) said pipe at the end of the North 19 degrees 40 minutes West 169 foot line of the conveyance from Benjamin F. Bausum and Mildred K. Bausum, his wife, to Daniel C. Holman and Jennie Holman, his wife, by deed dated December 22, 1949, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 551, folio 494, and running from thence with the second line of said conveyance and its extension, South 70 degrees 20 minutes West 316 feet to a pipe set at the end of the South 19 degrees 40 minutes East 125.51 foot line of a conveyance from said Bausum to James B. Colburn by deed dated December 18, 1958, and recorded in Liber G.T.C. No. 1261, folio 348, and running with the outlines of the last mentioned conveyance, reversely, North 19

degrees 40 minutes West 125.51 feet to a pipe
and North 65 degrees 54 minutes East 316.94
feet to a pipe on the southwest side of Bausum
Road, thence with the same South 19 degrees 40
minutes East 150 feet to the place of beginning
Containing one acre, more or less.

520 199

BEING THE SAME lot of ground which by Deed
dated March 2, 1987, and recorded as aforesaid,
in Liber 4284, folio 564, was conveyed by
Harold E. Ohlinger and Cecil G. Campbell, unto
Annapolis Development Corp., a Maryland
corporation.

"Childs"

BEGINNING FOR THE SAME at an iron pipe set on the
westerly side of a twenty foot right-of-way leading in a
northwesterly direction to the Riva County Road, the said
iron pipe and place of beginning is distant the two
following courses and distances from an original boundary
stone which is the beginning of the whole entire tract
hereinafter mentioned, the first line of said whole tract
being given as north sixty degrees ten minutes east
ninety-one and one-eighths perches and is mentioned in a
Deed dated September 7, 1918, by and between Fannie L.
Bausum, first part, and John Edward Bausum and Frederick
William Bausum, recorded in G.W. No. 149, folio 324 of
which the lot now being described is a part; first course,
north twenty-six degrees forty-five minutes west one
hundred ninety and ninety-six one-hundredths feet, and
second course, south sixty-three degrees fifteen minutes
west ninety-four and seventy-eight one-hundredths feet to
the said beginning point of this description, thence
running from the said beginning point so fixed and
through part of said whole tract and with the westerly
side of said twenty foot right-of-way north nineteen
degrees forty minutes west one hundred sixty-nine feet to
another iron pipe now set, thence leaving said mentioned
right-of-way and running south seventy-degrees twenty
minutes west two hundred fifty-seven and seventy-five
one-hundredths feet to another iron pipe in a ravine,
thence with said Ravine south nineteen degrees forty
minutes east one hundred sixty-nine feet to another iron
pipe near the easterly edge of said Ravine, thence north
seventy degrees twenty minutes east two hundred fifty-
seven and seventy-five one hundredths feet to the place
of beginning.

CONTAINING within the line of this description 1.0 acre
according to a survey and plat by J. Revell Carr, dated
November 1949, the plat being recorded with Deed

recorded in J.H.H. No. 551, folio 494.

BEING THE SAME property conveyed unto Annapolis Development Corp., a Maryland corporation, by Deed from John R. Warren, as Personal Representative of the Estate of Roy Frederick Childs, dated May 19, 1986, and recorded among the Land Records of Anne Arundel County, in Liber EAC 4079, folio 805.

BOOK 520 PAGE 184

"Mass"

BEGINNING FOR THE SAME at an original boundary stone, which is the beginning of the whole entire tract hereinafter mentioned, the first line of said whole tract being given as North 60 degrees 10 minutes East 91 and 1/8th perches and is mentioned in a Deed dated September 7, 1918 by and between Fannie L. Bausum, first part, and John Edward Bausum and Frederick William Bausum, recorded in Liber GW 149, folio 324, of which the lot now being described as a part; thence running from the said beginning point so fixed and through part of the said whole tract North 26 degrees 45 minutes West 190.96 feet to an iron pin, now set on the southerly side of a 20.0 feet right-of-way leading in a general southwesterly direction and northwesterly to the Riva County Road; thence along the said southerly side of said 20.0 feet right-of-way South 63 degrees 15 minutes West 74.63 feet to another iron pin; thence leaving said 20.0 feet right-of-way South 19 degrees 40 minutes East 192.4 feet to an iron pipe; thence North 63 degrees 15 minutes East 98.36 feet to the place of beginning, containing .0379 acres of land, according to a survey and Plat by J. Revell Carr in November, 1949.

BEING THE SAME lot of ground which by Deed dated February 27, 1985, and recorded among the Land Records of Anne Arundel County, in Liber EAC 3856, folio 879, was conveyed by Jerome S. Mass and Geraldine Mass, his wife, unto Annapolis Development Corp., a Maryland corporation.

TO BE)
 NOT TO BE)

RECORDED IN
 LAND RECORDS

SUBJECT TO)
 NOT SUBJECT TO)

RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF \$ _____

FINANCING STATEMENT

1. Debtor(s)

AWL, INC. t/a ABBY'S
 Name or Names—Print or Type

47 Randall Street, Annapolis, Maryland 21401
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type

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

2. Secured Party:

PNINA WILKINS
 Name or Names—Print or Type

8321 Burning Wood Road, Baltimore, Maryland 21208
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary): Merchandise listed on Exhibit "A" attached hereto and all other merchandise owned by Consignor which is hereinafter delivered to Consignee as a "sale or return" transaction under Section 2-326 of the Maryland Uniform Commercial Code.

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):

Abigail Wilkins Locke
 (Signature of Debtor)

AWL, INC. t/a ABBY'S
 Type or Print

Abigail Wilkins Locke
 (Signature of Debtor)

Abigail Wilkins Locke, President
 Type or Print

SECURED PARTY:

(Company, if applicable)

Pnina Wilkins
 (Signature of Secured Party)

Pnina Wilkins
 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 Pnina Wilkins, 8321 Burning Wood Road, Balto., MD 21208

A. GREENWOOD IMPORTS - IVORY NECKLACES

1. 77-1187/HK231 - yellow
2. 77-1188/HK192 - multicolored
3. 77-1189/HK140 - white
4. 77-1190/HK230 - multicolored
5. 77-1191/EC016 - multicolored
6. 77-1192/EC012 - peach
7. 77-1193/HK175B - blue cocobeads and sponge coral
8. 77-1194/HK228 - white

B. S. P. CASSINA

1. 62-28 - aqua pitcher
2. 62-29 - aqua ice bucket
3. 62-30 - aqua grated cheese dish
4. 62-31 - aqua mixer for pitcher
5. 62-32 - (4) aqua ice tongs
6. 62-33 - gold-plated roller pen
7. 62-34 - gold-plated bookmark
8. 62-35 - gold-plated pipe cleaner
9. 62-36 - (4) cross money clips
10. 62-37 - (4) oval key rings
11. 62-38 - (2) horn money clips
12. 62-39 - (2) rombo horn key rings
13. 62-40 - omicron horn key ring
14. 62-41 - horn trapeze key ring
15. 62-42 - (2) black and red key rings
16. 62-43 - (3) black and red trapeze key rings
17. 62-44 - (3) black and red round key rings

C. GALLERIA CANO - PRE-COLUMBIAN

1. 52-1093 - quartz/agate w/pendant necklace
2. 52-1094 - sodalite necklace
3. 52-1095 - (6) chokers
4. 51-1096 - quartz aventurine black agate necklace
5. 52-1097 - (2) gold plated beaded necklaces
6. 52-1099 - jasper necklace
7. 52-1100 - quartz/aventurine necklace
8. 52-1101 - thin gold-plated necklace
9. 52-1102 - (2) plain gold-plated bracelets
10. 52-1103 - (2) bracelets with coins
11. 52-1104 - thick filigree bracelet
12. 52-1105 - (2) thin gold-plated bracelets
13. 52-1106 - thicker bracelet #1633
14. 52-1107 - gold-plated double bracelet
15. 52-1108 - agate drop earrings
16. 52-1109 - turtle pendant
17. 52-1110 - (2) sodalite caminas
18. 52-1112 - round w/ball in center earrings
19. 52-1113 - half moon earrings
20. 52-1114 - disc earrings
21. 52-1115 - small hoop earrings
22. 52-1116 - frog pendant
23. 52-1119 - turtle stick pin
24. 52-1120 - small frog pendant
25. 52-1121 - open work earrings
26. 52-1122 - small wings earrings
27. 52-1123 - (8) large safety pins
28. 52-1124 - (6) small safety pins

825323
BOOK 520 PAGE 157

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. 509

Page No. 165

Identification No. 19014

Dated February 19, 1987

1. Debtor(s) { Sulin Enterprises, Ltd.
Name or Names—Print or Type
1133 Greenwood Road Pikesville 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 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>

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF

Dated: August 20, 1987

Yorkridge-Calvert Savings & Loan Association

Name of Secured Party

Bonita L. Taylor
Signature of Secured Party

Bonita L. Taylor Assistant Vice President

Type or Print (Include Title if Company)

11
3

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lots Nos. 36, 44, 47, 52, 60 and 62, 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.

Mail to

Nationwide Title

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: November 16, 1987

270679

() Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____ BODY 520 PWE 189

NAME OF DEBTOR (S): Bronson Backhoe Service, Inc.

ADDRESS: 745 Oak Grove Circle
Severna Park, MD 21146

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.

DEBTOR(S):

Bronson Backhoe Service, Inc.
(Company Name)

BY: John E. Bronson

John E. Bronson, 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 signer.)

11.20

520-190

not used

11-20-87

ally the re
ent

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)
Chamberlain Contractors, Inc.
P.O. Box 103
Annapolis Junction, Maryland
20701

2. Secured Party(ies) and address(es)
The Milton James Company
8411 Pulaski Highway
Baltimore, Maryland 21237

For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 222560 397 288
Filed with Circuit Court A.A. County Date Filed January 17 19 79

- 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. Used General 9-ton Trailer with Electric Brakes
S/N 9D73336

No. of additional Sheets presented:

The Milton James Company

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

By: Brian Barbard, President
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

1000

TO BE RECORDED IN THE:

BOOK 520 PAGE 192

270001

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

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR:

ARINC Incorporated
2551 Riva Road
Annapolis, Maryland 21401
Attention: Kenneth Almgren,
Vice President-Finance

2. NAME AND ADDRESS OF SECURED PARTY:

The First National Bank of Maryland
P.O. Box 1596
Baltimore, Maryland 21203
Attention: Commercial Real Estate Division,
BANC 109-900

3. This Financing Statement covers all of the following property of the Debtor:

A: Equipment. The interest of the Debtor in all machinery, fixtures, equipment, and articles of tangible personal property of every kind and nature whatsoever now or hereafter located or installed in or upon or attached to the premises described in Exhibit A attached hereto (the "Premises"), and used or usable in connection with any present or future maintenance, protection and operation of the Premises (other than consummable goods, the Debtor's inventory, and trade fixtures or other personal property owned by the Debtor or by tenants occupying all or any portion of the Premises), whether now owned or hereafter acquired by the Debtor, together with all substitutions therefor, replacements and the proceeds thereof.

RECORD FEE 33.00
POSTAGE .50

B. Leases. All of the Debtor's right, title, and interest, including, without limitation, all of the Debtor's accounts, with respect to any and all leases executed by the Debtor, as lessor of any part or parcel of the Premises and the improvements

#098020 0237 R02 T11:34
11/23/87

JA

thereon located, whether now in existence or hereafter created, and the proceeds thereof.

C. Condemnation Awards. Any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements, or other compensation made as a result of, in connection with, or in lieu of (i) any taking of the Premises or any part thereof under the power of eminent domain, either temporary or permanent, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Premises or any part thereof.

D. Insurance. Any and all payments, proceeds, settlements, or other compensation made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Premises or any portion thereof.

E. Miscellaneous. All rents, issues, proceeds, licenses, franchises, permits, income, profits, and royalties now or hereafter accruing from and/or affecting the Premises.

F. Proceeds and Products. Proceeds and products of the collateral are also covered.

4. Not subject to recordation tax.

DEBTOR:

ARINC INCORPORATED

By: Andrew T. Hospodor (SEAL)
Andrew T. Hospodor,
President

STATE OF MARYLAND, County of Anne Arundel, TO WIT:

I HEREBY CERTIFY, that on this 17th day of November, 1987, before me, the undersigned Notary Public of said State, personally appeared Andrew T. Hospodor, who acknowledged himself to be the President of ARINC Incorporated, a Delaware corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized President of said ARINC Incorporated by signing the name of the corporation by himself as President.

WITNESS my hand and Notarial Seal.



Carol Ann Davis
Notary Public

My Commission Expires: July 1, 1990

CAROL ANN DAVIS
NOTARY PUBLIC
Anne Arundel County, MD
My Commission Expires July 1, 1990

RETURN TO:

John A. Stalfort, Esquire
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

EXHIBIT A

All that parcel or parcels of land situate in the Annapolis Science Center at the intersection of Admiral Cochrane Road and Riva Road in Anne Arundel County, State of Maryland and more particularly described as in Exhibit B attached hereto

(the "Land"), including all right, title and interest of the Debtor, including any after acquired title or reversion, in and to the beds of the ways, streets, avenues and alleys adjoining the Land and all the rights, alleys, ways, tenements, hereditaments, easements, appurtenances, passages, waters, water rights, water courses, riparian rights, liberties, advantages, accessions and privileges appertaining to the Premises or any part thereof including any homestead or other claim at law or in equity, the reversions of reversions, remainder or remainders thereof, and also all the estate, property, claims, rights, title, or interest hereafter acquired by the Debtor in or to the Premises or any part hereof and all improvements, structures, and buildings now or hereafter erected or placed on the Land and all replacements thereof.

Exhibit B

JOHN E. HARMS, JR. AND ASSOCIATES, INC. Consulting Engineers - Surveyors

PASADENA, MARYLAND

BOOK 520 PAGE 1188

11/17/87
RK:cw

BOUNDARY DESCRIPTION OF ARINC INC. PROPERTY
AT THE INTERSECTION OF
ADMIRAL COCHRANE ROAD AND RIVA ROAD (SOUTHEAST QUADRANT)
LOT 2R
SECOND DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at the northernmost point of Lot 2R said point located North 48 degrees 55 minutes 03 seconds East 266.66 feet and South 59 degrees 51 minutes 50 seconds East 53.43 feet from a concrete monument on the southeast side of RIVA ROAD, 80 feet wide, approximately 100 feet east of ADMIRAL COCHRANE ROAD, 80 feet wide, said monument shown as number 6 on a subdivision plat entitled "AMENDED AND CORRECTED PLAT ONE ANNAPOLIS SCIENCE CENTER" recorded among the plat records of Anne Arundel County, Maryland in plat book 42, page 39, thence binding on a part of the southwest property line of the RIVA ROAD LIMITED PARTNERSHIP property, deed dated December 13, 1971 recorded among the Land Records of Anne Arundel County, Maryland in Liber 2455, Folio 346 and referring the courses of this description to the Maryland State Grid Meridian,

(1) South 59 degrees 51 minutes 50 seconds East 383.05 feet to a concrete monument thence binding on the AMERICAN REALTY CORPORATION'S, west boundary lines of properties acquired by deeds recorded among the aforesaid Land Records in Liber 3729, Folio 857, Liber 3696, Folio 495; Liber 3674, Folio 84 and Liber 3688, Folio 417 and binding on the west boundary lines of the John W. Prann property, deed recorded in Liber 1129, Folio 474 and part of

BOOK 520 PAGE 177

BOUNDARY DESCRIPTION OF ARINC INC. PROPERTY
AT THE INTERSECTION OF
ADMIRAL COCHRANE ROAD AND RIVA ROAD (SOUTHEAST QUADRANT)
LOT 2R
SECOND DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND
PAGE 2

the west property line of the James Moshovitis property, deed recorded in Liber 2473, Folio 488, the four following courses,

(2) South 02 degrees 26 minutes 40 seconds West 107.15 feet,
thence

(3) South 10 degrees 17 minutes 30 seconds East 362.74 feet,
thence

(4) South 19 degrees 17 minutes 40 seconds East 226.69 feet,
thence

(5) South 27 degrees 33 minutes 30 seconds East 163.77 feet
thence binding on the north boundary line of a reserved parcel for a future Maryland State Highway Administration Right-Of-Way, 60 feet wide

(6) South 76 degrees 52 minutes 41 seconds West 621.50 feet
thence binding on the east side of ADMIRAL COCHRANE ROAD, 80 feet wide,

(7) North 13 degrees 07 minutes 19 seconds West 641.00 feet
thence running on the south and east boundary lines of the newly established LOT 1, the two following courses

(8) North 76 degrees 52 minutes 42 seconds East 324.00 feet,
thence

(9) North 13 degrees 07 minutes 19 seconds West 470.97 feet to
the point of beginning

BOUNDARY DESCRIPTION OF ARINC INC. PROPERTY 8001 520 P. 198
AT THE INTERSECTION OF
ADMIRAL COCHRANE ROAD AND RIVA ROAD (SOUTHEAST QUADRANT)
LOT 2R
SECOND DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND
PAGE 3

CONTAINING 10.515 acres of land, more or less

ALL as shown on a subdivision plat entitled Lot 2R, AERONAUTICAL
RADIO, INC. Minor Subdivision recorded among the aforesaid plat
records in plat book 105, page 41

SUBJECT to a Storm Drain Easement, 20 feet wide, deed recorded in
Liber 2261, Folio 180

SUBJECT to a Storm Water Management Easement Area agreement
recorded in Liber 3487, Folio 816

SUBJECT to a 15 feet x 15 feet Utility Easement and agreement
recorded in Liber 3488, Folio 473

SUBJECT to an Inspection and Maintenance Agreement between Anne
Arundel County and Arinc, Inc., recorded in Liber EAC 4040, Folio
141

SUBJECT to a Right-Of-Way agreement between The Baltimore Gas
and Electric Company and Aeronautical Radio, Inc., recorded in
Liber 3637, Folio 136

SUBJECT to an agreement regarding oversized Water and Sewer
Connections between Anne Arundel County and Aeronautical Radio,
Inc., recorded in Liber 3488, Folio 396

SUBJECT to a pole line agreement from Minnie B. Richardson to
C & P Telephone Company of Maryland recorded in Liber W.N.W. 98,
Folio 365

SUBJECT to a pole line agreement from Edgemoor Land Company to

BOOK 520 PAGE 199

BOUNDARY DESCRIPTION OF ARINC INC. PROPERTY
AT THE INTERSECTION OF
ADMIRAL COCHRANE ROAD AND RIVA ROAD (SOUTHEAST QUADRANT)
LOT 2R
SECOND DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND
PAGE 4

Baltimore Gas and Electric Company recorded in Liber L.N.P. 1774,
Folio 238

BEING part of the conveyance from NATHAN E. CORNING et.al to
AERONAUTICAL RADIO, INC., deed dated April 30, 1971, recorded
among the aforesaid Land Records in Liber 2406, Folio 685

~~Mail to~~

Bay Title

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270070

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 RODNEY A FLOYD

Address 1017 GENERALS HIGHWAY CROWNSVILLE, MD. 21032

2. SECURED PARTY

Name HEALTHCARE

Address 6308 BLAIR HILL LANE

BALTIMORE, MD. 21209

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

3. Maturity date of obligation (if any) _____

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

- 2 KAVO F.O. KIT LIGHT SOURCE
- 2 KAVO 630 AC F.O. HDPC
- 2 KAVO F.O. TUBING

Name and address of a debtor

CHECK THE LINES WHICH APPLY

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

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

Rodney A. Floyd
(Signature of Debtor)

RODNEY A. FLOYD

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Charles H. Bedford
(Signature of Secured Party)

CHARLES H. BEDFORD

Type or Print Above Signature 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. _____

RECORDED IN LIBER 477 FOLIO 437 ON Sept 11 '84 (DATE)

1. DEBTOR

Name MARTIN S. LANGHIRT AND GAIL LANGHIRT

Address 873 NEW LONDON HARBOUR, PASADENA, MD 21122

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING OF MARYLAND

Address P O BOX 532 ANNAPOLIS, MD 21404

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

Dated November 17, 1987

Irlanda E. Jones
(Signature of Secured Party)

Irlanda E. Jones
Type or Print Above Name on Above Line

1650

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 477 FOLIO 485 ON Sept. 13 '84 (DATE)

1. DEBTOR

Name MICHAEL J. AND MARY SEELS

Address 1204 PRESIDENT ST. ANNAPOLIS, MD. 21403

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING, INC.

Address P O BOX 532 ANNAPOLIS, MD. 21404

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

Dated November 17, 1987

Irlanda E. Jones
(Signature of Secured Party)

Irlanda E. Jones
Type or Print Above Name on Above Line

165

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 478 FOLIO 535 ON Oct 17 '84 (DATE)

1. DEBTOR

Name GLEN M. SUTPHIN JR AND RAMONA SUTPHIN

Address 626 RIDGELY AVE. ANNAPOLIS, MD. 21401

2. SECURED PARTY

Name Norwest Financial Leasing, Inc.

Address P O Box 932 Annapolis, Md. 21404

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

Dated November 17, 1987

Irlanda E. Jones
(Signature of Secured Party)

Irlanda E. Jones
Type or Print Above Name on Above Line

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BOOK 520 PAGE 201

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 478 FOLIO 534 ON Oct. 17 '84 (DATE)

1. DEBTOR

Name JOHN C KRZYZANIAK AND MARY KRZYZANIAK

Address 1323 POPLAR HILL DR. ANNAPOLIS, MD. 21401

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING, INC.

Address PO BOX 532 ANNAPOLIS, MD. 21404

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

JA

Dated November 17, 1987

Irlanda E. Jones
(Signature of Secured Party)

Irlanda E. Jones
Type or Print Above Name on Above Line

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BOOK 520 PAGE 205

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 477 FOLIO 249 ON Aug. 28 '84 (DATE)

1. DEBTOR

Name ELAINE RANDALL
Address 1116 EASTPORT TERRACE, ANNAPOLIS, MD. 21403

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND, INC.
Address P O BOX 532 ANNAPOLIS, MD. 21404

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

Dated November 17, 1987

Irlanda E. Jones
(Signature of Secured Party)

Irlanda E. Jones
Type or Print Above Name on Above Line

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BOOK 520 PAGE 208

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 477 FOLIO 263 ON Aug. 28 '84 (DATE)

1. DEBTOR

Name ANTHONY GALLOWAY

Address 918 WIEKER RD. SEVERN, MD. 21144

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING, INC.

Address P O BOX 532 ANNAPOLIS, MD. 21404

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

Dated November 17, 1987

Irlanda E Jones
(Signature of Secured Party)

Irlanda E. Jones
Type or Print Above Name on Above Line

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A.A. County

BOOK 520 PAGE 207

270603

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR:

VOLVO LAND, INC., and trading as
WOOTTON MOTOR CARS
8065 South Ritchie Highway
Pasadena, Maryland 21122

2. NAME AND ADDRESS OF SECURED PARTY:

SIGNET BANK/MARYLAND
Post Office Box 1077
Baltimore, Maryland 21203
Attention: Commercial Finance Department



3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the property described beside the boxes marked below, and all present and future attachments, additions, accessions, accessories, replacements and substitutions therefor or thereto, and all books, records and data processing materials in any form relating thereto (including tapes, disks and the like), and all materials and supplies relating to any of the foregoing:

A. Inventory. All inventory of Debtor of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, new vehicles, used vehicles, parts, accessories, raw materials, work in process, finished goods, vehicles and other goods returned or repossessed, and vehicles and other 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, usable or consumed in the course of Debtor's business, and all present and future rights of Debtor in connection with purchases of, or contracts for the purchase of, goods held or to be held by Debtor as inventory, and all warranties, manuals and other written materials (and packaging thereof or relating thereto)

1450



relating to any of the foregoing, and all property and devices in or on which any of the foregoing is stored or maintained, whether any of the foregoing is in the possession and control of Debtor or of a third party for the account of Debtor, and all certificates of title, certificates of origin, registrations, documents of title and other writings and documentation relating to any of the foregoing.

B. Receivables. All of Debtor's present and future accounts, contract rights, receivables, tax refunds, general intangibles, instruments, documents, chattel paper, leases and other rental agreements pursuant to which Debtor has leased or rented any inventory or other property of Debtor, and all other present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever (including, without limitation, all claims of Debtor against and all amounts due to Debtor from manufacturers or other sellers or providers of any inventory, whether for breach of warranty, warranty repairs, bonuses, incentive payments, rebates, holdbacks, reserves or otherwise, and all commissions from finance companies), and all right, title and interest of Debtor in and to all vehicles and other goods returned or repossessed or stopped in transit, the sale, lease or other provision of which gave rise to an account, instrument or chattel paper.

C. Equipment. All equipment of Debtor of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, all machinery, fixtures, vehicles, furniture, furnishings, tools, materials and supplies, parts and replacement parts, and all present and future rights of Debtor in connection with purchases of, or contracts for the purchase of, goods held or to be held by Debtor as equipment, and all writings and documents of title relating to any of the foregoing.

4. Proceeds and products of collateral are covered hereunder.
5. This transaction is exempt from the recordation tax.

144 100787 WY96

BOOK 520 PAGE 209

6. RETURN TO SECURED PARTY

DEBTOR:

VOLVO LAND, INC., and trading as
WOOTTON MOTOR CARS
(Type name)

By: H. D. Wootton, Sr.
Harry D. Wootton, Sr.
President

Oct. 28, 1987
(Date signed by Debtor)

By: D. W. Wootton
David W. Wootton
Vice President

Oct 25, 1987
(Date signed by Debtor)

800-520-2110

1270033

FINANCING STATEMENT



1. Name of Debtor: Gerald T. Day
Cecelia A. Day
Address: 554 Pointfield Drive
Millersville, MD 21108

2. Name of Secured Party: Perpetual Savings Bank, F.S.B.
Address: 1749 Old Meadow Road
McLean, Virginia 22102

3. This Financing Statement covers the following types (or items) of property:
- (a) All of the Debtor's rights, title and interest in and to Class "A" Certificate No. 372 in Constellation Place Corporation, a Maryland corporation, together with all general intangibles now or hereafter arising out of, or in connection with, such Stock Certificate and all cash and non-cash proceeds thereof.
 - (b) All of the Debtor's right, title and interest in and to that personalty known and designated as Boat Slip No. 29 on B Dock, lying and situate at the 2300-2500 blocks of Boston Street, Baltimore City, Maryland, together with the exclusive right of use of such by the Debtor for the docking and mooring of a boat as evidenced by a Slip Agreement dated November 9, 1987 and together with all general intangibles now or hereafter arising out of, or in connection with, such Boat Slip and all cash and noncash proceeds thereof.
 - (c) The interest of the Debtor in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of: (i) any and all insurance policies covering the aforementioned Boat Slip, or any portion thereof, and (ii) any other injury or damage to, or decrease in value of, the Boat Slip or any part thereof.

Debtors:		Debtors:	
_____ (SEAL)		<u>Gerald T. Day</u> (SEAL)	
_____ (SEAL)		<u>Cecelia A. Day</u> (SEAL)	
		Gerald T. Day	
		Cecelia A. Day	

Mr. Clerk: Please return to Perpetual Savings Bank, F.S.B. to the officer at the address set forth in paragraph 2 above.

To be recorded with:
-Recordation tax has been paid to the State of Maryland.

1850



FINANCING STATEMENT 520 211

270003

- 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)
 North Arundel Hospital Life Center Partnership Suite 10, Empire Medical Building
Hospital Drive
Glen Burnie, Maryland 21061

6 Secured Party Address
 Provident Bank of Maryland 114 E. Lexington Street
Baltimore, Maryland 21202
 Attention: David B. Neslund, Commercial Loan Officer
Type name & title

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

A *Inventory* All of the inventory of each Debtor, wherever located, 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 and contract 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 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* 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

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 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(s) North Arundel Hospital Life Center Partnership

 (Seal) By James R. Walker (Seal)

 (Seal) JAMES R. WALKER, CEO
Type name and title

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

Please return Recorded Documents to:
 Dennis R. Krugman/HQCM
 PROVIDENT BANK OF MARYLAND
 P.O. Box 1661
 Form No. 3440(3/87)
 Baltimore, Maryland 21203-1661

T. Wyatt Medicus
 T. Wyatt Medicus, Board Member

STATE OF MARYLAND ⁵²⁰ ²¹²

270033

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 Sykes Machining Corp.
Address 555 East Park Court Glen Burnie, MD 21061

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

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Sykes Machining Corp.

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 FAKHIMEL, ADMIN. V.P.

1750

CONDITIONAL SALE CONTRACT NOTE

TO: W. C. Burroughs & Associates, Inc. FROM: Sykes Machining Corp.
7146 Montevideo Rd. Jessup, MD 20794 555 East Park Court Glen Burnie, MD 21061

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

Description of Property Purchased (include make, year, model identification, model and serial numbers or marks)
One (1) New Adira Model QH6020HS Press Brake, S/N 2007-4217 with back gauge
One (1) New Gatti Model T325/3 Shear with light, S/N 734

Table with 2 columns: Item description and Amount. Items include CASH SALE PRICE (\$27,630.00), DOWN PAYMENT in Cash (\$5,630.00), UNPAID BALANCE (\$22,000.00), OFFICIAL or DOCUMENTARY FEES (\$300.00), and TIME SALES PRICE (\$35,930.00).

* Description of any Trade In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at 555 East Park Court, Glen Burnie, Anne Arundel, Maryland.

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint the sum of thirty thousand three hundred and 00/100 Dollars (\$30,300.00) being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 19th day of December, 1987, and continuing on the same date each month thereafter until paid, the first 59 installments each being in the amount of \$505.00 and the final installment being in the amount of \$505.00 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.

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

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

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

Date: November 17, 1987
Accepted: W. C. Burroughs & Associates, Inc. (SEAL)

BUYER(S)-MAKER(S):
Sykes Machining Corp. (SEAL)

By: [Signature]
(Witness as to Buyer's and Co-Maker's Signature)

By: [Signature]
Co-Buyer-Maker
Raymond L. Sykes, Pres. (SEAL)
(Witness as to Co-Buyer-Maker's Signature)

This instrument prepared by _____

*and to redeem the property if repossessed for default and require under certain conditions a resale of the property if repossessed.

IN WITNESS WHEREOF

ASSIGNMENT

520 215

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 assigned conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated November 17, 1987

between W. C. Burroughs & Associates, Inc. as Seller/Lease/Mortgagee and Styren Machining Corp. 333 East Park Court Glen Burnie, MD 21061 (Name) (Address)

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

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same. It is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business. It contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, its representations, warranties or inducements not contained in the contract have been made in a true and correct and legal and valid manner creating 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 sign the same, 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, 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 and for CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as of the day of the execution hereof, the unpaid balance of the contract assigned hereby is \$ 30,300.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 17th day of November, 1987

W. C. Burroughs & Associates, Inc.
By [Signature]

All corporations, partnerships, associations, trusts, etc. have authorized signatory, name, title and address complete with zip code to be printed in plain type, each from name and have one of them printed.

BOOK 520 PAGE 216

270031

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) James Hawkins 3545 Fox Hall Drive Davidsonville, Md. 21035	2 Secured Party(ies) and Address(es) Beltway Ford Truck Sales, Inc. 8300 Ardwick Ardmore Road Landover, Md. 20785	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4 This financing statement covers the following type(s) (or items) of property: 1987 1987 R & S 14509654G 14.5' Steel Body Ford LTL9000 S/N 87091412 1FDZA90XXHVA65583		5 Assignee(s) of Secured Party and Address(es) Associates Commercial Corp. 1801 McCormick Drive Landover, Md. 20785 Suite 200

DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL.

SALES CONTRACT SIGNED BY DEBTOR.

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

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

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

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

Filed with: ANNE ARUNDEL COUNTY

1335594/11

JAMES HAWKINS
 By: *James Hawkins* 11/15/87
 Signature(s) of Debtor(s)

BELTWAY FORD TRUCK SALES INC.
 By: *[Signature]*
 Signature(s) of Secured Party(ies)

Filing Officer Copy - Alphabetical

1150

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)

Harold E. Fawthrop
105 Hastings Lane
Pasadena, Maryland 21122

2 Secured Party(ies) and Address(es)

Beltway Ford Truck Sales, Inc.
8300 Ardwick Ardmore Rd.
Landover, Maryland 20785

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

1987 J & J Steel Dump Body S/N ~~05583~~ ~~87091412~~ 811559
1987 Ford LTL 9000 S/N 1FDZA90X8HVA65582

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

Associates Commercial Corp.
1801 McCormick Dr. Suite 200
Landover, Maryland 20785

DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES
CONTRACT SIGNED BY DEBTOR.

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

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

Filed with: ANNE ARUNDEL COUNTY 1335606/14

1335606/14

HAROLD E. FAWTHROP

BELTWAY FORD TRUCK SALES INC.

By: Harold E Fawthrop
Signature(s) of Debtor(s)

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

Filing Officer Copy — Alphabetical

115

270600

File No. _____

MARYLAND FINANCING STATEMENT
(all information must be typewritten or printed in ink)

1. (Not to Be) (To Be) Recorded in the Land Records
(strike inapplicable words)
2. Not subject to Recordation Tax
 Subject to Recordation Tax; Principal Amount is \$

<p>3. Name and address of debtor(s)</p> <p>Hall Sign Company 706 N. Crain Highway Glen Burnie, MD 21061</p>	<p>4. Name and address of secured party</p> <p>Leasing Corporation of America P.O. Box 152 Stevenson, MD 21153-0152</p>
---	---

5. Name of assignee of secured party: Baltimore Federal Financial, F.S.A.
Address: P.O. Box 116, Baltimore, MD 21203

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

11 - Font Modules

CHECK AND COMPLETE THE FOLLOWING IF APPLICABLE

(If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" in "1", above, and complete the next sentence.) The above described goods are affixed or are to be affixed to: (describe real estate)

Proceeds of collateral are also covered..

Debtor(s) <u>Hall Sign Company</u>	Secured Party <u>Leasing Corporation of America</u>
By <u>[Signature]</u> Title <u>owner</u>	By <u>[Signature]</u>
<u>William G. Hall</u> (On above line, type or print name(s) of person(s) signing)	<u>Jonathan S. Waranch, President</u> (On above line, type or print name of person signing)

11/50

annexed to

BOOK 520 PAGE 219

279657

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>Martin G. Imbach, Inc. 6121 Pennington Avenue Baltimore, Maryland 21226</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: Mary Stafford T0609 P.O. Box 17443</p> <p>Return to Secured Party</p>
---	---

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

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Construction (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:

Dresser rubber tire loader, model 515B, Serial #3218

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

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

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

E. Other

4. Proceeds and products of collateral, and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) (is not) exempt from the recordation tax. (Md.)

Principal amount of debt initially incurred is \$ 36,000.00

DEBTOR:

SECURED PARTY:

SIGNET BANK/MARYLAND

Martin G. Imbach, Inc.
(Type Name)

By: Stephen G. Evseeff

By: Joseph K. McGeady
Joseph K. McGeady, VP-Treasurer

Stephen G. Evseeff, VP
(Type Name)

By: _____

November 13 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.

11
252
50

Debtor or Assignor Form

270633

Anne Arundel County MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax: Principal Amount is \$ 18,000.00 (126.00)
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

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

MedCheck, Inc.

Attn: Richard Scheller

(Name)

(Name of Loan Officer)

518 Camp Meade Road Suite 1
Linthicum Maryland 1090

PO Box 1596
Baltimore, Md.

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

General Electric DSX 350 X-Ray control and transformer, Eureka Emerald 125 Rotating anode X-Ray Tube; one collimator; cables, segwick tubestand; Grafax 4-way float table to include accessories and processor

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated

DEBTOR (OR ASSIGNOR)

DEBTOR (OR ASSIGNOR)

MedCheck, Inc. (Seal)

(Seal)

[Signature] (Seal)

[Signature] (Seal)

President
(Print or Type Name)

John Shavers, Vice President
(Print or Type Name)

Veriden Eren, President

11-120-50

BOOK 520 PAGE 222

270630

Debtor or Assignor Form

Anne Arundel County MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 50,000.00 (350.00)
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Eastern Medical, Inc.
901 Junction Drive
 Suite 3A (Name)
 (Address)
Annapolis Junction, Maryland 20701

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND
 Attn: Gerard R. Mikulski, V.P.
 P.O. Box 1596 (Name of Loan Officer) Banc 101-560
 (Address)
Baltimore, Md 21203

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

- Bear 1 Ventilator Serial #2586
- Bear 1 Ventilator Serial #2743
- Bear 1 Ventilator Serial #534Z
- Bear 1 Ventilator Serial #4918Z
- Bear 1 Ventilator Serial #1317Z
- Bear 1 Ventilator Serial #7647
- Bear 1 Ventilator Serial #4202
- Bear 1 Ventilator Serial #3894
- Bear 1 Ventilator Serial #5651
- Bear 1 Ventilator Serial #5737

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)

Eastern Medical, Inc. (Seal)
 _____ (Seal)
 (Signature)
Willaim W. Wright, President
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)

_____ (Seal)
 _____ (Seal)
 (Signature)
Willaim G. Zimmer, Jr., Vice President
 (Print or Type Name)

11-350.50

520 222

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and addresses) LESSOR: MARSHALL'S, INC. 30 Harvard Hill Square Wakefield, MA 01880	2. Secured Party(ies) and addresses) LESSOR: Comdisco, Inc. 6400 Shafer Court Rosemont, IL 60018 SL 05484-03	For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>29977/Bk 512, Pg 433</u> #267725		
Filed with <u>Anne Arundel County, MD</u> Date Filed <u>May 25</u> 19 <u>87</u>		

- 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. ASSIGNED TO: HYDE PARK BANK & TRUST COMPANY
1525 East 53rd Street
Chicago, IL 60615

EQUIPMENT: See original filing

No. of additional Sheets presented: _____

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

By: Nicholas L. Calabrese Signature(s) of Secured Party(ies) LESSOR

COMDISCO, INC.
NICHOLAS L. CALABRESE - MANAGER

STANDARD FORM - FORM UCC-3

520 224

279692

This FINANCING STATEMENT is provided to a filing office for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

The Debtor is a financing entity.

1 Debtor's (and Name Party) and Address(es)
Aeronautical Radio, Inc
2551 Riva Road
Annapolis, MD 21401

2 Secured Party(ies) Name(s) and Address(es)
Diamond Acceptance
Apple Hill, Suite 205
Natick, MA 01760

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

Lease # 1235L470

5 This financing statement covers the following types of items of property:
1 IMS-286 PC/AT computer Ser.# 64554
1 AT Multifunction Card
1 20 MB Hard Disk Ser.# 47003
1 360KB Disk Drive

6 Assignments of Secured Party and Address(es)

For Notification Purposes Only, Not Intended To
 Products of the Collateral are also covered. Create A Security Interest

8 Describe Real Estate Here

This statement is to be entered 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.)

Recordation Tax is Not Applicable

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 jurisdiction:
already subject to a security interest in another jurisdiction
 when the collateral was brought into this State, or when the Debtor's location was changed to this State.

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

Aeronautical Radio, Inc. (ARINC)

Diamond Acceptance Corporation

John R. Capossela, Dir
Contracts & Purchases

By: [Signature]
Authorized Representative of Secured Party(ies)
(Required only if Item 10 is checked)

(1) Filing Office Copy - Numerical

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

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

BOOK 520 PAGE 225

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 209324 recorded in Liber 418 Folio 217 on November 7, 1979 (date)

1 DEBTOR(S)

Name(s) McNeal Brockington, Jr.
Madyn Brockington
Address(es) Shirley J. Jones
3422 Calverton Heights Avenue 7915 Darlen Drive
Baltimore, Maryland 21216 Glen Burnie, Maryland 21061

2 SECURED PARTY

Name The Equitable Trust Company
Address Calvert and Fayette Street
Baltimore, Maryland 21201

Person and Address to whom Statement is to be returned if different from above

Check mark below indicates the type and kind of Statement made hereby (Check only one Box)

- 3 [] CONTINUATION. The original Financing Statement referred to above is still effective.
4 [X] TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5 [] ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6 [] AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required)
7 [] RELEASE (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8

9 DEBTOR

SECURED PARTY:

EQUITABLE BANK, National Association, successor in interest to the Equitable Trust Company

By Barbara A. Wykowski
Corporate Banking Officer

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 2nd FL.
BALTIMORE, MARYLAND 21201

10.50

10.50

520 228

FINANCING STATEMENT

T D on 2nd page

- 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 \$ 19,000.00. 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 Anna Arundel County

5 Debtor(s) Name(s) Florida Marina & Boat Sales, Inc. Address(es) 2904 Mountain Road
Paradana, Md. 21122

6 Secured Party Equitable Bank, National Association Address 150 South Charles St. 060702
 Attention J. Logan Community Lending Officer Baltimore, Md. 21202

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 Florida Marina & Boat Sales, Inc.
Charles N. Anderson Jr., (Seal) Charles N. Anderson, Jr., (Seal)
President (Seal) (Individually) (Seal)

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

12/13/82

SCHEDULE A

BDD: 520 PAGE 227

3771001

Telex CPU Model 1260 - Serial # 007151
Telex CPU Model 1260 - Serial # 007150
Telex Keyboard - Serial # 00025183
Telex Keyboard - Serial # 00025272
Telex Color Display Model 1216 DTL - Serial # Y7C006294
Telex Color Display Model 1216 DTL - Serial # Y7C006873
Telex Printer Model 182GP - Serial # 008832
Telex Printer Model 182GP - Serial # 008815
Telex Network Server Model 1280 - Serial # 002690

MARYLAND FINANCING STATEMENT

270605

(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 B and K Shotcrete, Inc.
(Name or Names)
1469 Berger Street (Address) Glenon, Maryland 21117

LESSEE _____
(Name or Names)

(Address) BETD 704

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

3. ASSIGNEE (if any) Baltimore Federal Financial, F.S.A.
of LESSOR (Name or Names)
P.O. Box 116 (Address) Baltimore, Maryland 21203

4. This financing Statement covers the following types (or items) of property:
One - 1984 Reed Sidewinder Full Dress Concrete Pump S/N 38461700

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

LESSEE
B and K Shotcrete, Inc.
By: Barry Dale Lear, Sr. President
(Title)
(Type or print name of person signing)
By: _____
(Title)
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Brian G. Connelly Mgr.
(Title)
(Type or print name of person signing)
Return to:

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

11/5

2771636

BOOK 520 PAGE 229

MARYLAND NATIONAL BANK

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records of _____
- 2 To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3 Not subject to Recording Tax
- 4 Recording Tax has been paid on the principal amount of \$ 320,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5 Debtor(s) Name(s)	Address(es)	RECORD FEE	12.00
Stanley H. Goldstein Andrew G. Levy	c/o Capitol Title Insurance Agency, Inc. 2101 Defense Highway Crofton, Maryland 21144	POSTAGE	.50
		#018160 0040 004 109172	
			11/24/87

6 Secured Party	Address: Real Estate and Mortgage Division
MARYLAND NATIONAL BANK	_____ P.O. Box 871
Attention: Dennis R. Glasgow	_____ Annapolis, Md. 21404
(Annapolis REM Unit)	_____

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

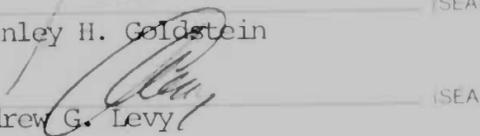
(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated October 29, 19 87, from Debtor(s) Stephen F. Beckenholdt and Lawrence J. Grady, Jr. Trustees (the Deed of Trust), all property being located in Anne Arundel County Maryland said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s)

 (SEAL)

Stanley H. Goldstein

 (SEAL)

Andrew G. Levy

Secured Party
MARYLAND NATIONAL BANK

By  (SEAL)

Dennis R. Glasgow
Assistant Vice President

Type name and title

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

53-810 1 85

12.00

C87-08-043

PROPERTY DESCRIPTION

Exhibit A

ALL that parcel or parcels of real property located in the County of Anne Arundel (Election District), State of Maryland, and more particularly described as follows:

BOOK 520 PAGE 230

Lot 15 as shown on the Plat of "CROFTON VILLAGE GREEN", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 49 folio 46 and amended in Plat Book 56, folio 39.

BOOK 528 231

270719

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

Two "GEEF" Incorporated
t/a Penn Way Auto Parts
7563 Ritchie Highway
Glen Burnie, MD 21061

Penn Jersey Auto Stores, Inc.
9901 Blue Grass Road
Philadelphia, PA 19114

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

All inventory, proceeds and after acquired property associated with the operation of the Debtor's business.

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)

TWO "GEEF" INCORPORATED t/a
PENN WAY AUTO PARTS

PENN JERSEY AUTO STORES, INC.

By

Signature(s) of Debtor(s)

By

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

520 PAGE 232
270715

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-
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 Novotny, Robert W.

Address 2206 Dairy Farm Road Gambrills, MD 21054

2. SECURED PARTY

Name World of Ford, Inc. T/A Ourisman's World of Ford

Address 6129 Richmond Hwy. Alexandria, VA 22303

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

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

3. Maturity date of obligation (if any) _____

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

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

ASSIGNEE OF THE SECURED PARTY:
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Robert W. Novotny

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)

Type or Print Above Signature on Above Line

LARRY F. KIMMEL, ADMIN. V.P.

1750

World of Ford, Inc. T/A **CONDITIONAL SALE CONTRACT NOTE**

TO: Ourisman's World of Ford FROM: Robert W. Novotny
6129 Richmond Hwy. Alexandria, VA 22303 2206 Dairy Farm Road Gambrills, MD 21054

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

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks) One (1) New 1987 Ford Model F700 Dump Truck S/N 1FDNF70H1HVA03339	(1) CASH SALE PRICE	\$ 20,204.80
	(2) DOWN PAYMENT in Cash	\$ 6,500.00
	(3) DOWN PAYMENT in Goods * (Trade-in Allowance)	\$ 500.00
	(4) UNPAID BALANCE [Items (1)-(2)-(3)]	\$ 13,204.80
	(5) INSURANCE and other Benefits	\$ -0-
	Types of coverage and benefits	
	(6) OFFICIAL or DOCUMENTARY FEES	\$ 200.00
	Describe and Itemize	
	(7) PRINCIPAL UNPAID BALANCE [Items(4)+(5)+(6)]	\$ 13,404.80
	(8) FINANCE CHARGE (Time Price Differential)	\$ 3,875.20
• Description of any Trade-In:	(9) CONTRACT PRICE (Time Balance) [Items (7)+(8)]	\$ 17,280.00
	(10) TIME SALES PRICE [Items (2)+(3)+(9)]	\$ 24,280.00

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at
2206 Dairy Farm Road Gambrills Anne Arundel Co. Maryland

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

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 20th day of December, 19 87, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 360.00 and the final installment being in the amount of \$ 360.00

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.

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: November 19 19 87 BUYER(S)-MAKER(S):
Accepted: Ourisman's World of Ford (SEAL) Robert W. Novotny (SEAL)
By: [Signature] (Print Name of Buyer Maker Here)
By: [Signature] (SEAL)
Co-Buyer-Maker: Robert W. Novotny (SEAL)
By: [Signature] (Print Name of Co-Buyer Maker Here)

This instrument prepared by _____

*and to redeem the property if repossessed for default and require under certain conditions a resale of the property if repossessed.

INITIAL
HERE

BOOK 520 PAGE 235

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Lending Service Corporation (each hereinafter called "CREDIT") its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranties hereinafter set forth, the attached conditional sale contract and/or lease and/or chattel mortgage therein called "contract" dated November 19, 1987

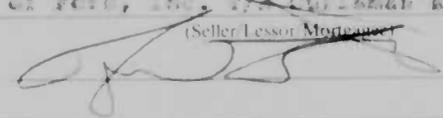
between World of Pets, Inc., 773 Carlislan's World of Pets as Seller-Lessor-Mortgagee and Robert W. Newbery, 2205 Berry Farm Road, Garberville, MD 21034 (Name) (Address)

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

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct; and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to use 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 herein) 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 notice 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 \$ 17,710.00 day of November 19 87 IN WITNESS WHEREOF, we have hereunto set our hand and seal this

World of Pets, Inc., 773 Carlislan's World of Pets (Seller-Lessor-Mortgagee)

By 

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

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 520 page 236

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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. 270716

This financing statement Dated November 18, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

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

2. SECURED PARTY

Name Westinghouse Credit Corporation
Address 990 Hammond Drive, Atlanta, GA 30328

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

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
Two (2) 1987 MCI 47 Passenger Intercity Coaches Model 96A3
Complete with all present and future attachments, accessories,
equipment, additions, replacements, and all proceeds thereof.

NOT SUBJECT TO RECORDATION TAX.

CHECK THE LINES WHICH APPLY

JA

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

Dillon's Bus Service, Inc.

Keith M. Dillow
(Signature of Debtor)

KEITH M. DILLOW
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Westinghouse Credit Corporation

Kevin M. Surubick S.C.A.
(Signature of Secured Party)

Kevin M. Surubick
Type or Print Above Signature on Above Line

11.00

FINANCING STATEMENT

BOOK 520 page 237

This Financing Statement is presented to a filing officer for filing pursuant to provisions of Article Nine of the Uniform Commercial Code of Maryland. 270717

1. NAME OF DEBTOR(S): John P. ...

2. ADDRESS OF DEBTOR(S): 713 Walnut Avenue North Beach Park Md 20714

3. NAME OF SECURED PARTY: J. H. GRIBBLE & SONS, INC. T/A CALVERT WELL DRILLING COMPANY.

4. ADDRESS OF SECURED PARTY: Box 304, Prince Frederick, Maryland 20678 Telephone number (301) 535-2804 or 855-1967.

5. MATURITY DATE: _____ year(s) from the date hereof.

6. This Financing Statement covers the following types of property: one four-inch artesian well, storage tank, pressure switch, and submersible pump.

7. The real estate to which the collateral is affixed or is to be affixed is described as: 713 Walnut Avenue North Beach Park Md 20714

8. Date the secured interest attached to collateral: _____

9. Date collateral became affixed to real property: Sept 27 1987

DEBTORS:

J. H. GRIBBLE & SONS, INC., T/A CALVERT WELL DRILLING COMPANY

[Signature]
[Signature]

By: [Signature]
Joseph H. Gribble, President

STATE OF MARYLAND, COUNTY OF CALVERT, to wit:

I, a Notary Public, in and for the State of Maryland, County of Calvert, hereby certify that the foregoing instrument was produced before me, by the debtor(s) therein named who acknowledged it to be his (their) free and voluntary act and deed.

WITNESS my hand and official seal this 18th day of November, 1987.

[Signature]
Notary Public

My Commission Expires: 7-1-1990 1040

520-238

not used

11-25-87

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 520-239 270718

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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. ~~LESSOR~~ Lessee:

Name Capital Gazette Communications, Inc.
Address 2000 Capital Drive, Annapolis, MD 21401

RECORD FEE 11.00
POSTAGE .50
#100190 CDBT R02 T13:14
11/25/87

2. ~~SECOND PARTY~~ Lessor:

Name AT&T Credit Corporation
Address 44 Whippany Road, Morristown, NJ 07960

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

3. Maturity date of obligation (if any)

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

AT&T System 75 leased under Lease No. 00741, and all attachments, accessories, additions, substitutions, products, replacements and rentals and proceeds therefrom (including insurance proceeds). This financing statement is for notification purposes only.

Equipment Location: 306 Crain Highway SW
Glen Burnie, MD 21061

Name and address of Assignee

TRANSACTION NOT SUBJECT TO RECORDATION TAX

Recordation Taxes are not charged in Anne Arundel County for financing statements.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above 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 Lessee) 11/16/87

Philip Merrill
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Second Party) Lessor

Type or Print Above Signature on Above Line

RETURN TO:
INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201

AT4014

Book 520 Page 240

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying No. 270719

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Louis Hyatt, Inc.

Address 1919 West St., Annapolis, MD 21401

2. SECURED PARTY

Name CONTEL CREDIT CORPORATION

Address 245 Perimeter Center Parkway Atlanta, GA 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)

(1) ATS 16 Port, 140 MB System; (1) CSM/XT Computer; (1) Contel DS/Pc computer (5) Video Display Terminals; (1) 600 Line Printer; (1) 300 Line CPS Printer; w/ peripherals

CHECK THE LINES WHICH APPLY #0118287

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Louis Hyatt, Inc.

by Louis Hyatt, Pres (Signature of Debtor)

LOUIS HYATT, PRES Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CONTEL CREDIT CORPORATION

J. McFarland (Signature of Secured Party)

J. S. McFarland CONTEL CREDIT CORP

Type or Print Above Signature on Above Line

JA

270720

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) and Federal Tax E.I.N.

52-1534053
BER (A/C) APPLIANCE CENTER, INC
245 BRUCE / HARRISON BLVD.
DOWNS PARK RD 2146

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

Maytag Financial Services Corp.
403 W. 4th St. N.
Newton, IA 50208

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

RECORD FEE 11.00
POSTAGE .50
#100480 0005 R02 108:38
11/27/81

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

All inventory of the Debtor now owned or hereafter acquired with any present or future advances made or obligations incurred by Maytag Financial Services Corp. ("MFSC"), from time to time in MFSC's sole discretion, including but not limited to, goods and merchandise bearing the trademarks and/or service marks ADMIRAL, CHILL-CHEST, CROSLLEY, DIXIE, DIXIE-NARCO, GAFFERS & SATTLER, HARD-WICK, JENN-AIR, MAGIC CHEF, MAGIC CHEF AIR, MAYTAG, NORGE, and/or WARWICK and any other products sold by Maytag Corporation, its divisions and/or subsidiaries and all additions, accessions, substitutions, replacements, increases thereto and proceeds thereof.

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:

Bruce Appliance Center
By: *[Signature]*
Signature(s) of Debtor(s)

MAYTAG FINANCIAL SERVICES CORP.

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

520 242

270721

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. _____

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

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

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

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

1. DEBTOR - LESSOR

Name Chinese Kitchen Inc.
Address 1278 Bay Dale Drive, Arnold, Maryland 21012

2. SECURED PARTY - LESSOR

Name National Refrigeration Co., Inc.
Address 2903 Grindon Avenue, Baltimore, Maryland 21214

Person And Address To Whom Statement Is To Be Returned 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 ADDENDUM A - PAGES ONE AND TWO ATTACHED

COPIES OF INSTRUMENTS:
The Finance Company of America
P. O. Box 206
Baltimore, Maryland 21203

JA

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Chinese Kitchen Inc.
(Corporate or Trade Name)

Yu Lien Wu
(Signature of Debtor)

Yu Lien Wu
Type or Print Signature

Judy Lee
(Signature of Debtor)

Judy Lee
Type or Print Signature

National Refrigeration Co., Inc.

David Richaud
(Signature of Secured Party)

David Richaud
Type or Print Above Signature on Above Line

135.50

ADDENDUM A

BOOK 520 PAGE 243

- ITEM 1 - one 22' hood with fire system and duct
- ITEM 2 - One - Demi-Kool step in cooler by Dade. self/contained and self/evaporative, NSF
- ITEM 3 - One - 2 glass door reachin freezer - Continental. Self/contained and self/evaporative, NSF. Model C-2FDA-2S-HGD.
- ITEM 4 - One - 2 glass door reachin cooler - Continental. Self/Contained and self/evaporative, NSF. Model C-2RDA-2S-HGD.
- ITEM 5 - One - three compartment sink with 2 - 18" drainboards and 1 - 14" faucet - Metal Masters. Model 314-16-3-18 R & L. NSF.
- ITEM 6 - One - wall mount hand sink with faucet - Metal Masters. Model HSA-10-FA. NSF.
- ITEM 7 - One - utility sink - no drainboards. - Metal Masters. Model 2424-1.
- ITEM 8 - One 200# air cooled ice cuber on a 200# storage bin - Manitowoc Equipment Co. - Model #EY0204A (head) #C-170 (bin)
- ITEM 9 - One - 3 pan steam table with safety pilot includes 8" hardwood cutting board. Metal Masters. Model AWTP3-LP.
- ITEM 10- One - One 10" stainless steel double overshef for steam table. Metal Masters - Model DOS-HT3
- ITEM 11- One - sandwich unit. Self/contained and self/evaporative - Star Metal. Model RP10-12E.
- ITEM 12 - four - (Wok cooking equipment) L.P. gas with automatic pilot - Sgerling Metalware. (2) Model WR-243AP, (1) Model SS-1824AP, (1) Model CS-2114
- ITEM 13 - two - floor model deep fat fryers - Star Manufacturing. Model M43SK
- ITEM 14 - One - 4 open burner stove with single over. - Comstock Castle Stove Company. Model C-318
- ITEM 15 - One - 4' x 30" stainless steel worktable with glavanized undershef. Metal Masters. Model T3048B.
- ITEM 16 - One - Dishwasher - Jackson - Model 10-2X package with 10AB
- ITEM 17 - One - 3' stainless steel worktable with glavanized undershef and 4" backsplash - Metal Masters. Model T2436-B-BS.
- ITEM 18 - One - 24"L section of wire shelving - Metal Masters. Model S4-63-1824Z.
- ITEM 19 - One - Single service coffee urn. -Bunn-O-Matic. Model U3.
- ITEM 20 - One - Stainless steel worktable with galvanized undershef - no backsplash. Metal Masters. Model T3048B.

y Le

ITEM 21 - One - 10" w double stainless steel overshef, for above table.
Metal Masters - Model DOS-1048.

ITEM 22- One - Smokehouse. -Town - Model SM-20 L.P. gas.

ITEM 23 - One - Radiant broiler - L.P. gas. - Franklin Products. Model
GH-790-7.

ITEM 24 - One - Stainless steel worktable with galvanized undershef - no
backsplash. - Metal Masters. Model T2460B.

ITEM 25 - One - Ice cream cabinet. Master Built - Model DC4D.

ITEM 26 - One - Dipperwell - Master Built - Model A060-204-00.

ITEM 27 - 104 Square Yards - Couristan Carpeting - Royalax, Shining Star
Color 2725/378 - Amethyst/Blue

ITEM 28 - FURNITURE AND TABLES AS FOLLOWS:

8 - Arm Chairs
24 Side Chairs

TABLES-TOPS

3 - 36 x 36 #200 series - self edge w/flip to 51" round
8 - 30 x 30 w/radius corners
3 - 28 x 45 w/radius corners

BASES

3 - #3550 - 42 bl. rinkle - for 36 x 36 tables
8 - #2700-18 - bl. rinkle - for 30 x 30 tables
3 - #2700-28 - bl rinkle - for 28 x 45 tables

BOOTHES

6 - single booths - 46" L
2 - U shaped booths - 13'6" L
1 - U shaped booth - 10'9" L

G. Lee

520 245

270722

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)

2. Secured Party(ies)

Address(es) And Name(s):

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

James A. Johnson
3149 Arundel on the Bay Road
Annapolis, MD. 21403

(Anne Arundel County)

John C. Louis Co. Inc.
1805 Cherry Hill Road
Baltimore, MD. 21230

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

1 Used Newroe Bobcat Loader S/R 33507 Model 743 Flotation
Tires 60" Bucket w/ Teeth

This transaction is not subject to recordation tax.

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

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

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

The described goods are or are to be affixed to the real property described in Item 7.

DEBT EXCEEDS \$200.00

Proceeds of the collateral are also covered.

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

8. Signatures:

James A. Johnson

John C. Louis Co. Inc.

By

James A. Johnson

Debtor(s) [or Assignor(2)]

By

W. L. Davison

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

President

FINANCING STATEMENT

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

(2) Filing Officer Copy - Alphabetical

FORM UCC

1

STATE OF MARYLAND

Anne Arundel Co., MD

BOOK 520 PAGE 246

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266142.

RECORDED IN LIBER 308 FOLIO 508 ON 2/11/87 (DATE)

1. DEBTOR

Name Condere Corporation
500 Sargent Drive
Address New Haven, Connecticut 06536

2. SECURED PARTY

Name BarclaysAmerican/Business Credit, Inc.
4944 Parkway Plaza, Suite 200
Address P.O. Box 669200
Charlotte, NC 28266
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Amendment <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Debtor's address is amended as follows: 2750 Dixwell Avenue Hamden, Connecticut 06518-3310</p>	

Condere Corporation

Paul Henry Secretary
Dated 1/20/87

1050

BarclaysAmerican/Business Credit, Inc.

Cynthia C. Kupres AVP
(Signature of Secured Party)

Cynthia C. Kupres
Type or Print Above Name on Above Line



STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No

520 247 150
AA City
me

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 270723

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 Hubers II, Inc.

Address B & A Boulevard & Bremer Drive, Glen Burnie, MD 21061

2. SECURED PARTY

Name First Maryland Leasecorp

Address 110 S. Paca Street, Baltimore, MD 21201

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

3. Maturity date of obligation (if any) _____

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

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.

Two (2) 1987 International Model 1853 school bus s/n's 1HVLPUXP7HH502112, 1HVLPUXP9HH502113 with 66 passenger Thomas school bus bodies.

One (1) used 1972 MCI Model MC7 coach. s/n 9076

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Hubers II, Inc.

John Edward Hubers
(Signature of Debtor)

John Edward Hubers
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

W. R. Brown
(Signature of Secured Party)

W. R. Brown

Type or Print Above Signature on Above Line

11/50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 520 240 270724

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Metta F. Radcliffe t/a Fay Radcliffe Bus Service
Address 8429 Maryland Road, Pasadena, Maryland 21122

2. SECURED PARTY

Name First Maryland Leasecorp
Address 110 S. Paca Street, Baltimore, Maryland 21201

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

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

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

One (1) new 1987 GMC Model B6P042 school bus s/n 1GDL6P1F5HV537867 with a 165H.P. Detroit diesel engine, automatic transmission and a 66 passenger Thomas school bus body.

CHECK THE LINES WHICH APPLY

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

Metta F. Radcliffe t/a Fay Radcliffe Bus Service

Metta Fay Radcliffe
(Signature of Debtor)

Metta Fay Radcliffe
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

W. R. Brown
(Signature of Secured Party)

W. R. Brown
Type or Print Above Signature on Above Line

1250

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. Filing due to relocation
- 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)
 Worldwide Leasing Corporation P.O. Box 1362
 Glen Burnie, Maryland 21061

6. Secured Party Address
 Equitable Bank, National Association
 Attention Susan L. O'Connell

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 Worldwide Leasing Corporation
 By: _____ (Seal) _____ (Seal)
 Frederick Levinsky, President
 By: _____ (Seal) _____ (Seal)
 Robert Lewis, Secretary/Treasurer

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

11-50

SCHEDULE A

520 PAGE 250

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 Worldwide Leasing Corporation, a Maryland general corporation.

COLLATERAL

Section F (continued)

- (1) 300/1200 Band Modem, Serial #23840
- (1) 300/1200 Band Modem, Serial #23831
- (1) 300/1200 Band Modem, Serial #23832
- (1) 300/1200 Band Modem, Serial #24840
- (1) 300/1200 Band Modem, Serial #23777
- (1) Unilink/80 CRT Terminal, Serial #172
- (1) Unilink/80 CRT Terminal, Serial #147
- (1) Unilink/80 CRT Terminal, Serial #146
- (1) Printronix P-600 Printer, Serial #C68709
- (1) Data South Printer, Serial #200179
- (1) Merlin Phone System AT&T

520 PAGE 251

270726

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. Box 356
Jessup, MD 20794
M-31981-1

(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 owners(s) in section (5).

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

For Filing Officer

3A

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

- One (1) New CAT Model #966 Wheel Loader S/N 99Y03680
- One (1) Caterpillar Model #966D Bucket S/N 9Y0160

NOT SUBJECT TO RECORDATION TAX (AA)

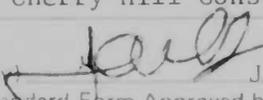
Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Secured Party(ies) [or Assignees]

Cherry Hill Construction, Inc

Alban Tractor Co., Inc.

(By)  James A. Openshaw, Jr./Pres.
Standard Form Approved by N.C. Sec. of State
and other states shown above.

(By)

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

(1) Filing Officer Copy - Numerical: 1150

UCC-1

Anne Arundel County

520 REC 252

275727

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. Filing due to relocation
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) _____
Worldwide Leasing Corporation P.O. Box 1362
Glen Burnie, Maryland 21061

6. Secured Party _____ Address _____
Equitable Bank, National Association
Attention Susan O'Connell

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

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. Filing due to relocation
- 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)
 Worldwide Leasing Corporation P.O. Box 1362
 Glen Burnie, Maryland 21061

6. Secured Party Address
 Equitable Bank, National Association
 Attention: Susan O'Connell

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 Worldwide Leasing Corporation
 By: Frederick Levinsky (Seal) _____ (Seal)
 Frederick Levinsky, President
 By: Robert Lewis (Seal) _____ (Seal)
 Robert Lewis, Secretary

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

1100

SCHEDULE A

BOOK 520 PAGE 253

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 Worldwide Leasing Corporation, a Maryland general corporation.

COLLATERAL

Section G (continued)

IBM XT256K1 Drive - Serial #62086675160
AMDEK 600 Color Monitor - Serial #015175
IBM PC-XT - Serial #F42006592
IBM Page Printer - Serial #3502441

All of the Debtor's right, title, privilege and interest which Debtor has or may have in a certain lease agreement dated December 18, 1985, covering the equipment described in the Schedule A hereinafter sometimes referred to as "Lease Agreement", between Debtor and St Paul Computer Center, Inc., including all rents and payments and other income now due and hereafter to become due therefrom on the lease for equipment hereafter pledged to Equitable Bank, National Association as collateral pursuant to Security Agreement.

3078 520 254

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

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

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

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement _____
Date of Filing _____ Record Reference _____
Maturity date (if any) _____

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Makell, James F.		1954 Forest Dr,	Annapolis Md.	21401
Makell, Mary		1954 Forest Dr,	Annapolis, Md.	21401

Name of Secured Party or assignee	No.	Street	City	State
-----------------------------------	-----	--------	------	-------

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER
Filed: 10/25/82
Liber: 455
Page: 205
X ref in financing

RETURN TO:

1350
Debtor(s) or assignor(s)

James F. Makell _____

(Seal)

(Corporate, Trade or Firm Name)

Mary Makell _____

A.T. Gertz, Credit Sales Mgr. _____

Signature of Secured Party or Assignee

(Type or print name under signature)

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

SCHEDULE A

5:20 PAGE 253

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 Worldwide Leasing Corporation, a Maryland general corporation.

COLLATERAL

Section G (continued)

IBM XT256K1 Drive - Serial #62086675160
AMDEK 600 Color Monitor - Serial #015175
IBM PC-XT - Serial #F42006592
IBM Page Printer - Serial #3502441

All of the Debtor's right, title, privilege and interest which Debtor has or may have in a certain lease agreement dated December 18, 1985, covering the equipment described in the Schedule A hereinafter sometimes referred to as "Lease Agreement", between Debtor and St Paul Computer Center, Inc., including all rents and payments and other income now due and hereafter to become due therefrom on the lease for equipment hereafter pledged to Equitable Bank, National Association as collateral pursuant to Security Agreement.

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

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

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

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement _____
Date of Filing _____ Record Reference _____
Maturity date (if any) _____

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Makell, James P.		1954 Forest Dr.	Annapolis Md.	21401
Makell, Mary		1954 Forest Dr.	Annapolis, Md.	21401

Name of Secured Party or assignee	No.	Street	City	State

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER
Filed: 10/25/82
Liber: 455
Page: 205
X ref in financing

RETURN TO:

1350

Debtor(s) or assignor(s)
James R. Makell _____ (Seal)
(Corporate, Trade or Firm Name)

Mary Makell _____ A.T. Gertz, Credit Sales Mgr.
Signature of Secured Party or Assignee

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

STATE OF MARYLAND

Butler Leasing Company

BOOK 520 PAGE 255

ASSIGNMENT, AMENDMENT, TERMINATION, PARTIAL RELEASE (UCC-3)

This Statement Refers To Original Statement, Identifying File No. 270171

Recorded in Libre 518 Folio 652 On 10/14/87

LESSEE/DEBTOR
FRANCH & JARASHOW, P.A.
111 CATHEDRAL ST.
ANNAPOLIS, MD. 21404

LESSOR/SECURED PARTY
BUTLER LEASING COMPANY
9861 BROKEN LAND PARKWAY # 210
COLUMBIA, MD. 21046

- A. xxx ASSIGNMENT: The Secured Party certifies that it has assigned to the Assignee whose name and address is shown below Secured Party's rights under the Financing Statement whose file number is shown above and the property covered by it.
- B. _____ AMENDMENT: The Financing Statement bearing the file number shown above is amended as follows:
- C. _____ PARTIAL RELEASE:
- D. _____ TERMINATION:

ASSIGNEE: COMMERCIAL/CONSUMER LOAN DEPT.
FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF ANNAPOLIS
1832 GEORGE AVENUE
ANNAPOLIS, MD. 21401

PROPERTY: FURNITURE
LESSEE/DEBTOR

LESSOR/SECURED PARTY

BY: _____ BY: Deborah Stran Scherr

PRINT NAME & TITLE _____ DEBORAH STRAN-SCHERR, CREDIT MANAGER

TO THE FILING OFFICER: After this statement has been recorded please return to:

BUTLER LEASING COMPANY
P. O. Box 609
Columbia, Maryland 21045-0609

209
D-05-3

10-5

#10240

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 2004-520

25
2

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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. 270728

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

1. DEBTOR

Name Selby Sub Shoppe, Inc.

Address 945-947 Mayo Rd., Edgewater, MD 21037

2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Hwy., Suite 207

Annapolis, MD 21401

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

3. Maturity date of obligation (if any) _____

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

One (1) new 10'x10'x7'6" Harford walk-in box with floor, Model 5831-C10, S/N CM88-87.
One (1) new Compland coil & condenser unit, Model CAB 5216AA, S/N 87-C2765.

Including all attachments and improvements thereto.

Name and address of Assignee

EQUIPMENT IS LEASED. FILED FOR INFORMATION ONLY.
FILING OF THIS INSTRUMENT DOES NOT CREATE A SECURITY INTEREST.

CHECK THE LINES WHICH APPLY

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

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

Amy K. Cox
(Signature of Debtor)

Amy K. Cox, PRES.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

L. H. Summers
(Signature of Secured Party)

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

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 498

Page No. 190

Identification No. 261907

Dated 5/20/86

1. Debtor(s) { TIRE ENGINEERING, INC.
 Name or Names—Print or Type Dover Road, Easton, MD 21601 &
169 Defense Highway, Annapolis, MD 21401
 Address—Street No., City - County State Zip Code

2. Secured Party { THE FIRST NATIONAL BANK OF MARYLAND
 Name or Names—Print or Type
25 SOUTH CHARLES BALTIMORE, MD 21203
 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.) <p style="text-align: center;">TERMINATION</p></p>

Dated: 11/2/87

The First National Bank of Maryland
Name of Secured Party

Dawne E. Davies
Signature of Secured Party

Dawne Davies, Loan Officer
Type or Print (Include Title if Company)

FNS 121E NS

1520

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 497 Page No. 217
Identification No. 261473 Dated 4/23/86

1. Debtor(s) { TIRE ENGINEERING, INC.
Name or Names—Print or Type
169 Defense Highway, Annapolis, MD 21401
Address—Street No., City - County State Zip Code

2. Secured Party { THE FIRST NATIONAL BANK OF MARYLAND
Name or Names—Print or Type
25 SOUTH CHARLES BALTIMORE, MD 21203
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>

Dated: 11/2/87

The First National Bank of Maryland
Name of Secured Party

Dawne E. Davies
Signature of Secured Party

Dawne Davies, Loan Officer
Type or Print (Include Title if Company)

1550

JA

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 514
Identification No. 268603

Page No. 479
Dated 7/15/87

1. Debtor(s) { TIRE ENGINEERING, INC.
Name or Names—Print or Type
169 Defense Highway Annapolis, MD 21401
Address—Street No., City - County State Zip Code

2. Secured Party { THE FIRST NATIONAL BANK OF MARYLAND
Name or Names—Print or Type
25 SOUTH CHARLES BALTIMORE, MD 21203
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>

Dated: 11/2/87

The First National Bank of Maryland
Name of Secured Party

Dawne Evans Davies
Signature of Secured Party

Dawne Davies, Loan Officer
Type or Print (Include Title if Company)

1050

520-260

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

Roll No. 514 Page No. 205
Identification No. 268424 Dated 7/6/87

1. Debtor(s) TIRE ENGINEERING, INC.
Name or Names—Print or Type
Dover Road, P.O. Box 1207 Easton, MD 21601
Address—Street No., City - County State Zip Code

2. Secured Party THE FIRST NATIONAL BANK OF MARYLAND
Name or Names—Print or Type
25 SOUTH CHARLES BALTIMORE, MD 21203
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>

Dated: 11/2/87

The First National Bank of Maryland
Name of Secured Party
Dawne Ewan Davies
Signature of Secured Party
Dawne Davies, Loan Officer
Type or Print (Include Title if Company)

1050

STATE OF FLORIDA

Seminole Form UCC-3

UNIFORM COMMERCIAL CODE — STATEMENT OF CHANGE — FORM UCC-3 REV. 1981

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

520 261

Information in items 1 and 2 must agree exactly with the original filing information or as previously amended.

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

DEBTOR (Last Name First if a Person)
NAME Tire Engineering Inc.

1A MAILING ADDRESS P. O. Box 6299

CITY Annapolis STATE Maryland 21401

MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)
NAME

*B MAILING ADDRESS

CITY STATE

MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)
NAME

1C MAILING ADDRESS

CITY STATE

SECURED PARTY (Last Name First if a Person)
NAME National Factors, Ltd.

UPDATE

2A MAILING ADDRESS P. O. Box 149141

CITY Orlando STATE Florida 32814-9141

MULTIPLE SECURED PARTY (IF ANY) (Last Name First if a Person)
NAME

AUDIT

VALIDATION INFORMATION

2E MAILING ADDRESS

CITY STATE

3. This statement refers to original Financing Statement bearing File Number 263759 and filed with Clerk of the Circuit Court Anne Arundel County Maryland. Original was filed on September 17 1986

- 4. Continuation. The original financing statement between the foregoing Debtor(s) and Secured Party(ies) bearing file number shown above is still effective.
 - 5. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
 - 6. Partial Assignment. Some of Secured party's rights under the Financing Statement have been assigned to the assignee whose name and address are set forth in Item 11. A description of the collateral subject to the assignment is also set forth in Item 11.
 - 7. Full Assignment. All of Secured Party's rights under the Financing Statement have been assigned to the assignee whose name and address are set forth in Item 11.
 - 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 11. Signature of Debtor required at Item 14 unless amendment changes only name or address of either party.
 - 9. Release. Secured party releases only the collateral described in Item 11 from the financing statement bearing file number shown above.
 - 10. Check if true. All documentary stamp taxes due and payable or to become due and payable pursuant to Chapter 201-22, F.S., have been paid.
11. If more space is required, attach additional sheets 8 1/2 x 11.

12. No. of Additional Sheets presented

14. SIGNATURE(S) OF DEBTOR(S) Necessary Only For Amendment. See Item 8

13. Return Copy to

NAME	National Factors, Ltd.		
ADDRESS	P. O. Box 149141		
CITY	Orlando	STATE	Florida
ZIP CODE	32814-9141		

15. SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE
National Factors, Ltd.
By: *Sidney R. Geist* 11/2/87
Sidney R. Geist
General Partner

STANDARD FORM — FORM UCC-3

Approved by Secretary of State, State of Florida

FILING OFFICER COPY

10.50

MARYLAND FINANCING STATEMENT

520 262

270730

(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 Kirk S. Moir T/A Fantastic Sam's
(Name or Names)
2315 A Forest Dr. Annapolis, Maryland 21401
(Address)

LESSEE _____
(Name or Names)

(Address) SSC 2340

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

3. ASSIGNEE (if any) Superior Service Corporation
Of LESSOR _____
2001 E. Joppa Rd (Name or Names) Baltimore, Maryland 21234
(Address)

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

One- Delta DT 2 Drive Computer System, 640K RAM, 2 Floppy Disk Drives, 1- Monochrome Monitor; 1- Indiana Cash Drawer; 1- Panasonic KXE 10911 Printer, 1- Surge Protector

1750

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

JA

LESSEE
Kirk S. Moir T/A Fantastic Sam's

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Kirk S. Moir OWNER
(Title)

By: Gordon T. Hill Pres.
(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



ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

300 520 263

FINANCING STATEMENT

270731

DATE: November 24, 1987

() Not Subject to Recordation Tax

(~~XXX~~) Subject to Recordation Tax of \$ 168.00

NAME OF DEBTOR (S): Maryland Capital Graphics, Inc.

ADDRESS: 2242 Bay Ridge Avenue
Annapolis, MD 21403

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

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

One #12 Station Main Frame with roll away rededing stacker
One Roll away dual head stitcher for online stitching with 12 stations
One Roll away knife folder for online booklet production w/stitcher

DEBTOR(S):

Maryland Capital Graphics, Inc.
(Company Name)

BY: *Theodore A. Bucolo*
Theodore A. Bucolo, President

BY: _____

BY: _____

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: *Paul R. O'Connell*
(Authorized Signature)

Paul R. O'Connell, Vice President
(Type Name and Title)

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

11/20
168 20

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

BOOK 520 PAGE 284

FINANCING STATEMENT

270732

DATE: November 20, 1987

() Not Subject to Recordation Tax

(XXX) Subject to Recordation Tax of \$ 210.00

NAME OF DEBTOR (S): Hammond and Heim Chartered, CPA

ADDRESS: 114 West Street
Annapolis, MD 21401

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

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

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

DEBTOR(S):
Hammond and Heim Chartered, CPA
(Company Name)

BY: *[Signature]*

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.)

11/20/87

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

BOOK 520 PAGE 265

FINANCING STATEMENT

270733

DATE: November 20, 1987

(xx) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR (S):

Rumors Salon, Inc
4100 Mountain Road, Suite 102
Pasadena, Maryland 21122

ADDRESS:

NAME OF SECURED PARTY: ANnapolis Federal Savings Bank
CONSUMER/COMMERCIAL LENDING DEPARTMENT
ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

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

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

DEBTOR(S):

Rumors Salon, Inc.
(Company Name)

BY: Helen E. Neisser
Helen E. Neisser

BY: _____

BY: _____

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: Robert E. Mann
(Authorized Signature)

Robert E. Mann
Commerical 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.)

11/50

FINANCING STATEMENT

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

1. Name of Debtor(s): **The Fashnique**
 Address: **181 Main St**
Annapolis, Maryland 21401

BOOK 520 PAGE 206
 270734

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

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

Inventory, equipment, and accounts receivable.

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

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

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

34

Debtor(s) **The Fashnique**
Manjit Anand Proprietor
Manjit Anand

Secured Party:
FIRST AMERICAN BANK OF MARYLAND
Dennis L. Ortiz
 By: **Assistant Vice-Pres.**
 (Type Name and Title)

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

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

11-50

NO. 521 287

TO BE RECORDED:

- Among the Land Records of Anne Arundel County 270735
- Among the Financing Statement Records of Anne Arundel County
- Among the Records of the State Department of Assessments and Taxation of Maryland

Not Subject to Recordation Tax imposed pursuant to Title 12 of the Tax Property Act of the Annotated Code of Maryland

Principal Amount is \$3,000,000.00

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

RECORD FEE 18.00
 POSTAGE .50
 #100890 0207 802 11461P
 11/27/87

FINANCING STATEMENT

1. Debtor: Address:
 William J. Wroten 110 Bellehahn Court
 Jean L. Wroten Severna Park, Maryland 21146
2. Secured Parties:
 a) Mercantile Mortgage Corporation 200 East Redwood Street
Baltimore, Maryland 21202
 b) Mercantile-Safe Deposit and Two Hopkins Plaza
Trust Company Baltimore, Maryland 21201
3. Maturity Date of Obligation June 25, 1989
4. 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 now in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land 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 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 purpose for which they were or are to be erected, including all goods 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 of and from the herein described property or any part thereof.

- 5. The aforesaid items are included as security in a Deed of Trust and Security Agreement (the "Deed of Trust") of even date herewith given by Debtor to Secured Parties, and recorded or intended to be recorded among the Land Records of Anne Arundel County to secure an indebtedness by the Debtor to Mercantile Mortgage Corporation and Mercantile-Safe Deposit and Trust Company and are deemed by said Deed of Trust to be a part of the hereinafter described real estate.
- 6. Proceeds of collateral are covered hereunder.
- 7. The real property upon which a portion of the goods may attach as real property or fixtures is more particularly described in Exhibit A attached hereto and made a part hereof.

Debtor:

Secured Parties:

Mercantile Mortgage Corporation

William J. Wroten
William J. Wroten

By: Paul W. Parks (SEAL)
Paul W. Parks
President

520 PAGE 269

Mercantile-Safe Deposit and
Trust Company

Jean L. Wroten

By: Bruce V. Nugus (SEAL)

Senior Vice President

Dated: June 26, 1987

MR. or MS. CLERK: AFTER RECORDATION, PLEASE MAIL TO:

~~REESE AND CARNEY~~
~~10715 Charter Drive~~
~~Columbia, MD 21044~~

James C. Praley, Esq.
P.O. Box 1330
Glen Burnie, MD 21061
(85-419)

LBR/dca/4C
42209/8403

BOOK 520 PAGE 270

EXHIBIT A

BEING all those lots of ground appearing on the Plats of "MERRIWEATHER", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 107, Pages 10 and 11; SAVING AND EXCEPTING therefrom Lot No. 64, as shown on said Plats.

Anne Arundel County

Not Subject to Recordation Tax

270736

FINANCING STATEMENT FORM UCC-1

Identifying File No _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated November 16, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name G. Scott Brodey
Address 2013 Chesapeake Road; Tydings-on-the-Bay, Annapolis, MD 21401

2. SECURED PARTY

Name Stanley S. Bender
Address 1120 Connecticut Avenue; Twelfth Floor
Washington, D.C. 20036

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)

250,000 shares of common stock, Par Value \$.01 each of Institutional Communications Company, a corporation organized and validly existing in the State of Maryland, Certificate No(\$) C3

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above 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)
G. Scott Brodey by Stanley S. Bender
Type or Print Above Name on Above Line by Power of Attorney

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

(Signature of Secured Party)
Stanley S. Bender
Type or Print Above Signature on Above Line

RETURN TO: Lawrence A. Reid, Esquire
Finley, Kumble, Wagner
1120 Connecticut Avenue, N.W.
Washington, DC 20036

1150

JA

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

Maturity date (if any)

This statement refers to ORIGINAL Financing Statement bearing File no 259243 Liber 491 Page 510 Which was filed November 18, 1985

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

WEBSTER, James B. and Margaret M.
1784 Chesapeake Place
Pasadena, MD 21122

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

M. Horizon Financial, F. A.
1100 Masons Mill Bus. Park
1800 Byberry Rd.
Huntingdon Valley, PA 19006

This Space for use of Filing Officer (Date, Time and Filing Office)
BOOK 520 PAGE 272

CHECK (X) THE ITEMS WHICH APPLY

3 () CONTINUATION STATEMENT R.S. 12A:9-403

The ORIGINAL Financing Statement bearing the above File Number between the above named Debtor and Secured Party is still effective

4 (X) TERMINATION STATEMENT R.S. 12A:9-404

The above named Secured Party certifies that he no longer claims a security interest under the ORIGINAL Financing Statement bearing the file number shown above

5 () STATEMENT OF ASSIGNMENT R.S. 12A:9-405

The above named Secured Party certifies that he has assigned all () or part () of his rights under the ORIGINAL Financing Statement bearing the file number shown above to (Assignee(s) of Secured Party(s) Name and Complete Address(es))

6 () STATEMENT OF PARTIAL RELEASE R.S. 12A:9-406

The above named Secured Party certifies that he has released from the types or items of property described in the ORIGINAL Financing Statement bearing the file number shown above the collateral described below

7 DESCRIPTION OF COLLATERAL

Check which () RELEASED (X) ASSIGNED () AMENDED

() R.S. 12A:9-103 Collateral already subject to a security interest in the State of

8 () (If collateral is crops) The above described crops are growing or are to be grown on (Description of real estate and name and address of record owner)

() (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to (Description of real estate and name and address of record owner)

9 () PROCEEDS of Collateral are also covered

10 () PRODUCTS of Collateral are also covered

No. of additional sheets presented ()

11 (X) Filed with County Recording Officer of Anne Arundel

County () Secretary of State

Signature(s) of Secured Party(s) or Assignee(s)

Dated October 23, 1987

John O. Plasket, Assist. Secretary
Horizon Financial, F. A.

(Not Valid Unless Signed)

FILING OFFICER'S

COPY

— This form of financing statement is approved by the Secretary of State of New Jersey.

FORM UCC-3 STANDARD FORM — UNIFORM COMMERCIAL CODE

THESE FORMS MAY BE PURCHASED FROM:
ALL-STATE LEGAL SUPPLY CO.
1 COMMERCE DR., CRANFORD, N.J. 07016

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

Maturity date (if any)

This statement refers to ORIGINAL Financing Statement bearing File no 262613

Book 499
Page 518

Which was filed July 3

19 86

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

RUPPERT, Pul K.
755 F Fairview Ave.
Annapolis, MD 21403

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

Horizon Financial, F. A.
1100 Masons Mill Bus. Park
1800 Byberry Rd.
Huntingdon Valley, PA 19006

300* 520 FILE 273

CHECK (X) THE ITEMS WHICH APPLY

3 () CONTINUATION STATEMENT R.S. 12A 9-403

The ORIGINAL Financing Statement bearing the above file number between the above named Debtor and Secured Party is still effective.

4 (X) TERMINATION STATEMENT R.S. 12A 9-404

The above named Secured Party certifies that he no longer claims a security interest under the ORIGINAL Financing Statement bearing the file number shown above.

5 () STATEMENT OF ASSIGNMENT R.S. 12A 9-405

The above named Secured Party certifies that he has assigned all () or part () of his rights under the ORIGINAL Financing Statement bearing the file number shown above to (Assignee(s) of Secured Party(s) Name and Complete Address(es))

6 () STATEMENT OF PARTIAL RELEASE R.S. 12A 9-406

The above named Secured Party certifies that he has released from the types or items of property described in the ORIGINAL Financing Statement bearing the file number shown above the collateral described below.

7 DESCRIPTION OF COLLATERAL

Check which () RELEASED (X) ASSIGNED () AMENDED

() R.S. 12A 9-103 Collateral already subject to a security interest in the State of

8 () (If collateral is crops) The above described crops are growing or are to be grown on (Description of real estate and name and address of record owner.)

() (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to (Description of real estate and name and address of record owner.)

9 () PROCEEDS of Collateral are also covered

10 () PRODUCTS of Collateral are also covered

No. of additional sheets presented ()

11 (X) Filed with County Recording Officer of Anne Arundel

County () Secretary of State

Signature(s) of Secured Party(s) or Assignee(s)

John O. Plasket
John O. Plasket, Assistant Secretary
Horizon Financial, F. A.

Dated October 22 19 87

(Not Valid Unless Signed)

FILING OFFICER'S
COPY

— This form of financing statement is approved by the Secretary of State of New Jersey
FORM UCC-3 STANDARD FORM — UNIFORM COMMERCIAL CODE

12443
THESE FORMS MAY BE PURCHASED FROM:
ALL-STATE LEGAL SUPPLY CO.
1 COMMERCE DR., CRANFORD, N.J. 07016

BOOK 520 PAGE 274
270737

FILE # 13482

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.

FILING OFFICER NOTICE
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: _____
CITY & STATE: _____

DEBTOR(S) (AND ADDRESSES)	DATE OF THIS FINANCING STATEMENT
	10-27-87
	ACCOUNT NO
	TAB
	464803500

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)

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 \$ 1515.82

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

Mary A. Gray DEBTOR

BY DAVID M. BUTLER ACCT. REP.
TITLE

Mary A. Gray DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

17 14 50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 520 275

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 270738

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 25.00

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

This financing statement Dated NOV 12, 1997 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR # 13503

Name DONALD AND DOTTIE SEYMOUR

Address 4225 GREAT BEAR RD GLEN BURNE MD 21051

2. SECURED PARTY

Name AVCO FINANCIAL SERVICE

Address PO BOX 117 GLEN BURNE 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)

Name and address of Assistor

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Donald C. Seymour
(Signature of Debtor)

DONALD SEYMOUR
Type or Print Above Name on Above Line

Dottie R. Seymour
(Signature of Debtor)

DOTTIE SEYMOUR
Type or Print Above Signature on Above Line

Monica D. Carter
(Signature of Secured Party)

MONICA CARTER CSP
Type or Print Above Signature on Above Line

12 14 50

270739

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.

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: 700 Ave 947
CITY & STATE: Glen Burnie Md 21041

DEBTOR(S) (AND ADDRESSES)	DATE OF THIS FINANCING STATEMENT
	<u>11-10-87</u>
	ACCOUNT NO. <u>910505214</u> TAB <u>14</u>

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)

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

\$ _____
AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC. (SECURED PARTY) William H. Chesky DEBTOR

BY Mary J. Chesky TITLE _____ Jean L. Chesky DEBTOR

ORIGINAL - FILING OFFICER COPY

12-24-80

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 520 277

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 270740

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.

13510

1. DEBTOR

Name Address

2. SECURED PARTY

Name Address

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

3. Maturity date of obligation (if any)

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

JA

Name and address of Assignee

CHECK THE LINES WHICH APPLY

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

Bonnie DeLuca (Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D. Carter (Signature of Secured Party)

Type or Print Above Signature on Above Line

11- 14- 50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 520 PAGE 279

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 279742

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

1. DEBTOR

Name Address

2. SECURED PARTY

Name Address

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

3. Maturity date of obligation (if any)

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

Name and address of Assignee

CHECK THE LINES WHICH APPLY

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

(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D. Carter (Signature of Secured Party)

Type or Print Above Signature on Above Line

Handwritten notes: 11, 17/10, 90

270743

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: _____
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	
		ACCOUNT NO	TAB

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)

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

\$ 1,152.50

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

Christopher G. Zucke DEBTOR

BY *Aprica D. Carter*
TITLE OR CSP DEBTOR

ORIGINAL - FILING OFFICER COPY

11 1050 50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 520 PAGE 281

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 270747

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.

File 10/14

1. DEBTOR

Name

Address

2. SECURED PARTY

Name

Address

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

3. Maturity date of obligation (if any)

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

Name and address of Assignee

CHECK THE LINES WHICH APPLY

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

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

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

18 21 50



STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 13476 520 FILE 282

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

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

If this statement is to be recorded in land records check here. 270745

This financing statement Dated 10-26-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PATRICIA WOOD
Address 102 WARWICKSHIRE LN 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) 11-06-90

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

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

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)

Handwritten signature of Patricia A. Wood

(Signature of Debtor)

PATRICIA A. WOOD

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Handwritten signature of David M. Butler

(Signature of Secured Party)

DAVID M. BUTLER --ACCT. REP.

Type or Print Above Signature on Above Line

Handwritten numbers 14 50

520 283

270746

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) Moeller Pools, Inc. 2881 Southaven Dr. Annapolis, MD 21401	2 Secured Party(ies) and Address(es) Road Machinery Inc. 120 Gordon Drive Lionville, PA 19353	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: One (1) Used Case 580G Loader Backhoe S/N 3938132 Complete with all present and future attachment, accessories, replacement parts, repairs, additions, and all proceeds thereof. NOT SUBJECT TO RECORDATION TAX		5 Assignee(s) of Secured Party and Address(es) Associates Commercial Corporati Penn Center West-One Suite 321 Campbells Run Road Pittsburgh, PA 15276

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: ~~Prince George County, Md.~~ Anne Arundel County, Md.

Moeller Pools, Inc. Road Machinery Inc.

By: *William J. Moeller, Pres* By: *William J. Moeller, Pres*

Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

603469 Rev. 12-80

F I N A N C I N G S T A T E M E N T

270718

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR: Professional Computer Maintenance
and Repair Company, Inc.
435 Manor Road
Arnold, Maryland 21012

2. NAME AND ADDRESS OF SECURED PARTY: Small Business Administration
Equitable Building, 3rd Floor
10 N. Calvert Street
Baltimore, Maryland 21202

3. This Financing Statement covers all:
 - Machinery, equipment, fixtures and furniture now owned or hereafter
acquired, together with attachments, accessories, etc.
 - Inventory, raw materials, etc., including after acquired and proceeds.
 - Accounts, including after acquired and proceeds.
 - Contract rights, including after acquired and proceeds.
 - Right, title and interest in and to the liquor license issued with
respect to the premises located at _____,
_____ , and all renewals thereof.
 - Automotive equipment now owned or hereafter acquired, together with
attachments, accessories, etc.

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: _____.

5. This transaction is , is not exempt from the recordation tax.
Principal amount of the Debt is \$ 25,000.00 .

DEBTOR:

Professional Computer Maintenance
and Repair Company, Inc.

Attest:

Virginia Cooper
Secretary

By: *J. J. ...* 11-23-87
President

11-23-87

1850
AFTER RECORDATION RETURN TO: Small Business Administration
Equitable Bldg., 3rd Floor
10 N. Calvert Street
Baltimore, MD 21202

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

A.A. County 236
300A 5.29

Identifying File No. 270749

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$76,500.00

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

This financing statement Dated 11/25/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name James B. Fleck, T/A Fleck Machine Company
Address 7177 Ridge Road, Hanover, Md., 21076

2. SECURED PARTY

Name Elkridge National Bank
Address 7290 Montgomery Road, Elkridge, Md., 21227

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

3. Maturity date of obligation (if any) 12/05/91

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

ONE OKUMA LB-15 COMPUTERIZED LATHE, SERIAL NUMBER 4673
ONE CHIP CONVEYOR FOR OKUMA LB-15

CHECK THE LINES WHICH APPLY

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

(If 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)

XX (Products of collateral are also covered)

James B. Fleck, T/A Fleck Machine Co.

by: James B. Fleck
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Adolphus W. Emmons III
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Adolphus W. Emmons, III, V.P.
Type or Print Above Signature on Above Line

18 53550 50

STATE OF MARYLAND

BOOK 520 PAGE 287

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 11481

RECORDED IN LIBER 485 FOLIO 246 ON 5-6-85 (DATE)

1. DEBTOR

Name Ryan Financial Services, Inc.

Address One Parkway Dr, Bldg 114, 7257 Pkwy Drive, Hanover, MD 21076

2. SECURED PARTY

Name Pittsburgh National Leasing Corp

Address Fifth Ave. & Wood Street, Pittsburgh, PA 15222

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

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

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

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

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

AMENDMENT AS FOLLOWS:

Debtor address has changed to: Ryan Financial Services, Inc.
3421 Benson Avenue, Suite 390
Baltimore, MD 21227

ANNE ARUNDEL COUNTY

Dated 10-23-87

A.B. Miller

(Signature of Secured Party)

PITTSBURGH NATIONAL LEASING CORP

Type or Print Above Name on Above Line

County Clerk - Anne Arundel,
Maryland

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 520-288
BOOK PAGE

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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. 270750

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

1. DEBTOR

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

2. SECURED PARTY

Name Farmers & Merchants Bank
Address 240 East Main Street
Carlinville, Illinois 62626

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

3. Maturity date of obligation (if any) _____

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

Equipment Schedule Two to Master Lease 110440 between debtor as Lessor and Daughters of Charity Health System East, Inc. as Lessee and all equipment leased thereunder:
(1) Memorex 3260T SN 56P61

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)

By: [Signature] V.P.
(Signature of Debtor)

COMPUTER SALES INTERNATIONAL, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

FARMERS & MERCHANTS BANK
Type or Print Above Signature on Above Line

11/20



Financing Statement

PRINT OR TYPE ALL INFORMATION

520 280
270751

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 _____)
P.O. Box 71

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

Annapolis, MD, 21404

attn: Recording Dept.

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 W. Shockey
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

Name & address of Secured Party

Sovran Bank, N.A.
P.O. Box 231 (King & Market St.)
Leesburg, Va. 22075

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

5 Yearlings: Chestnut Colt out of Golden Act foaled 4/4/86; Park Bay/Brown Colt out of Fappiano foaled 5/13/86; Chestnut filly out of Riva Ridge foaled 3/8/86; Chestnut Colt out of Caro foaled 2/6/86; and Bay Colt out of Doonesbury foaled 2/11/86.

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
Signature of Debtor if applicable (Date)

[Handwritten Signature] 1/50

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

[Handwritten Signature]

520 290
270752

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) Horne, Donald W. dba/ Hornes Towing 26 Rol Park Millersville, Md. 21108	2 Secured Party(ies) and Address(es) Motorola C & E, Inc. P. O. Box 8788 BWI Airport, Maryland 21240	3 Maturity date (if any) 4 For Filing Officer (Date, Time, Number, and Filing Office)
4 This financing statement covers the following types (or items) of property: All Motorola Communications Equipment and inventory owned or hereafter acquired by debtor. Not subject to recordation tax.		5 Assignee(s) of Secured Party and Address(es) Associates Capital Services 793 Elkridge Landing Road Linthicum, Maryland 21090

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 Proceeds of Collateral are also covered No. of additional sheets purchased

Filed with:

By Donald W. Horne dba/ Hornes Towing Motorola C & E, Inc.
Donald W. Horne *Lise Mangerie*
 By Donald W. Horne Lise Mangerie
 Signatures of Debtor(s) Owner Signatures of Secured Party(ies)
 Lease/Contract Analyst 603469 Rev. 12-80

Filing Officer Com — Attest



FINANCING STATEMENT

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

520-201

<u>Name of Debtor</u>	<u>Address</u>
Toy Wizard, Inc.	18302 Contour Road Gaithersburg, MD 20879
	18761-Y North Frederick Road Gaithersburg, MD 20879 (and)
	12948 Middlebrook Road Germantown, MD 20874 (and)
	2325A Forest Dr. Annapolis, MD 21401

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address: 15850 Crabbs Branch Way
Rockville, MD 20855

Attach separate list if necessary

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

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

11/00

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)

Toy Wizard, Inc.

 By: _____
 Brian Mack, President

Secured Party (or Assignee)

THE FIRST NATIONAL BANK OF MARYLAND

BY: _____
 Linda J. Stein, Loan Officer

BOOK 520 PAGE 202

270754

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 79,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR
Hardin-Huber, Inc.

 (Name)
1230 Cronson Blvd.

 (Address)
Crofton, Maryland 21114

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

Attn: Catherine T. 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"

2007-2-21

2 The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate:

Record Owner, if different from the Debtor: _____

3 Products of the collateral are also specifically covered

4 Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated

DEBTOR (OR ASSIGNOR)
Michael W. Huber (Seal)

 (Signature)
Michael W. Huber, President

 (Print or Type Name)

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

 (Signature)

 (Print or Type Name)

115
553.00

Schedule "A"

MOBILE DRILL UNIT MODEL B80 WITH 10
 SPEED ROTATION HEAD, SLIDRAMATIC FOR PTO
 INSTALLATION 22' STROKE
 WITH THE FOLLOWING :
 FACTORY INSTALLATION
 HYDRAULIC OIL COOLER
 3200# AUXILIARY HYD. HOIST
 12,000# MAIN HOIST
 2500# 8" cathead , RAISE 6' ABOVE DRILL
 PLATFORM
 CROWN BLOCK ASSEMBLY
 SPLINED FLOATING SPINDLE
 AIR WATER SWIVEL 2" NPT
 2" STANDPIPE
 HYDRAULIC BRAKE OUT WRENCH
 AUGER BASE GUIDE 12"
 ADAPTOR 2 3/8 IF PIN
 2" HEX UNIVERSAL AUGER COUPLING BOX
 HYDRAULIC ROD CLAMP
 JAWS FOR CLAMP 2 7/8
 GARDNER - DENVER MUD PUMP
 MOBILE 16' STANDARD BODY FOR TANDEM
 AXLE WITH TOOL BOXES
 MANUAL HINGED AUGER RACKS
 DRILL ROD STORAGE UNDER DRILL DECK
 36" STROKE HYD. JACKS, TWO ON REAR
 36" STROKE HYD. JACK , ONE FRONT
 INCLINED 140# SAFETY HAMMER RACK
 WILDEN PUMP M8
 ROD RACKS FOR 15' DRILL RODS
 20 DRILL RODS. 2 7/8 X 15' LONG WITH FLATS
 ON BOTH ENDS @ 175.00 each
 STABILIZER , 5" X 15' WITH 2 3/8 ,mhj BOX
 & 4 1/2" bottom with flats

HOISTING PLUG 2 3/8 MHJ pin
 IN LINE OILER
 GUIDE BUSHING 2 7/8 ROD
 GUIDE BUSHING 4 2/1 ROD
 140# DRIVE HAMMER
 SUB 2 3/8 if BOX TO 2 3/8 MHJ PIN
 COMPLETE UNIT MOUNTED ON A 1987 FORD
 LT 8000 , TANDEM TRUCK. 12,000 FRONT
 AXLE & 34000# REAR AXLE, 144 CAB TO
 TANDEM. 240 FORD DIESEL , AIR COND.
 TIRES 12 X 20 FRONTS & 1- X 20 ,rear

FORM 520 RECD 294

270755

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) Arrowhead Water Co. 8325 Patuxent Range Rd. Jessup, MD	2 Secured Party(ies) and address(es) Societe Generale, New York Branch, as Collateral Agent Secured Party 50 Rockefeller Plaza New York, N.Y. 10020	3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office)
4 This financing statement covers the following type(s) or item(s) of property: See Exhibit A Attached Hereto		5 Assignee(s) of Secured Party and Address(es)

NOT SUBJECT TO RECORDATION TAX

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

already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected.

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

Arrowhead Water Co. Societe Generale, New York Branch, as
Collateral Agent Secured Party

By: [Signature] Title: _____ By: [Signature] Title: _____

Filing Office: County - Annapolis (100) **STANDARD FORM - FORM UCC-1.** Use in West States

100614371-P

6/1

EXHIBIT A

Exhibit A to Financing Statement naming Arrowhead Water Corp., as Debtor, and Societe Generale, New York Branch, in its capacity as Collateral Agent for the Banks, as Secured Party

All right, title, and interest, whether now existing or hereafter arising from time to time, of the Debtor in and to all of the below (collectively, the "Collateral"):

- (a) each and every Receivable now existing or hereafter arising from time to time;
- (b) all Contracts, together with all Contract Rights arising thereunder;
- (c) all Inventory;
- (d) all Equipment;
- (e) all Marks, together with the registrations and right to all renewals thereof, and the goodwill of the business of the Debtor symbolized by the Marks;
- (f) all Patents and Copyrights;
- (g) all Proprietary Information of the Debtor, including, but not limited to, trade secrets;
- (h) all monies, securities, and instruments deposited or required to be deposited in the Cash Collateral Account;
- (i) all other Goods, General Intangibles, Chattel Paper, Documents and Instruments; and
- (j) all Proceeds (including, without limitation, all insurance and claims for insurance effected or held for the benefit of Debtor or the Banks in respect thereof) and products of any and all of the foregoing.

Capitalized terms used above shall have the meaning specified below:

"Banks" shall mean Societe Generale, Banque Nationale de Paris, Credit Commercial de France, Credit Lyonnais, Banque Indosuez, Barclays Bank S.A., Credit du

Nord, Credit National, The Long-Term Credit Bank of Japan, Limited, Midland Bank S.A., Morgan Guaranty Trust Company of New York, Union de Credit pour le Developpement Regional-Unicredit, Banque Francaise du Credit Exterieur, Westfalenbank International S.A., and their successors and assigns pursuant to the Term Loan Agreement dated as of November 17, 1987.

"Cash Collateral Account" shall mean a separate non-interest-bearing account established with Collateral Agent pursuant to the Subsidiary Security Agreement between Debtor and Collateral Agent, dated as of November 23, 1987.

"Chattel Paper" shall have the meaning assigned that term under the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Collateral" shall mean all types or items of property covered by this financing statement.

"Collateral Agent" shall mean the New York branch of Societe Generale, in its capacity as collateral agent for the Banks, and its successors and assigns pursuant to the Term Loan Agreement dated as of November 17, 1987.

"Contracts" shall mean all contracts between the Debtor and one or more additional parties, including without limitation all contracts with bottlers and bottling companies, any distributor contracts, any distribution agreements at any time entered into with any affiliate of the Debtor with respect to Perrier products, the Share Purchase Agreement and any indemnity agreement entered into in connection therewith, management contracts and leases of real property by the Debtor, to the extent that the granting of the assignment provided hereby does not violate any existing agreement relating thereto.

"Contract Rights" shall mean all rights of the Debtor (including without limitation all rights to payment) under each Contract .

"Copyrights" shall mean all United States or foreign copyrights now or hereafter owned by the Debtor, now existing or hereafter coming into being, whether or not registration has been obtained or applied for, and including, without limitation, copyrights owned by Debtor in all labels and designs, advertising materials, logos, computer programs and other software, including, but not limited to,

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those described in Annex A hereto, and all right, title and interest in and to all of the foregoing.

"Debtor" shall mean have the meaning specified in the caption to this Exhibit A.

"Documents" shall have the meaning assigned that term under the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Equipment" shall mean any "equipment," as such term is defined in the Uniform Commercial Code as in effect on the date hereof in the State of New York, now or hereafter owned by Debtor and, in any event, shall include, but shall not be limited to, all machinery, equipment, furnishings, fixtures, coolers and bottles now or hereafter owned by the Debtor and any and all additions, substitutions and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto, to the extent that the granting of the assignment provided hereby does not violate any existing agreement relating thereto.

"General Intangibles" shall have the meaning assigned that term under the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Goods" shall have the meaning assigned that term under the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Instrument" shall have the meaning assigned that term under the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Inventory" shall mean all raw materials, work-in-process, and finished inventory of Debtor of every type or description and all documents of title covering such inventory, and shall specifically include all "inventory" as such term is defined in the Uniform Commercial Code as in effect on the date hereof in the State of New York, now or hereafter owned by the Debtor.

"Marks" shall mean (i) all trademarks, trade names, trade styles, service marks, prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, designs and general intangibles of like nature, trade dress including logos and/or

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designs in connection with which any of these registered or unregistered Marks are used, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any foreign country, or any political subdivision thereof, all whether now owned or hereafter acquired by the Debtor, including, but not limited to, those described in Annex B attached hereto and made a part hereof, and (ii) all reissues, extensions or renewals thereof.

"Patents" shall mean (i) all United States and foreign patents, now existing or thereafter issued, all right, title and interest therein and thereto, and all applications therefore including all continuations, continuations in part, and divisionals, all whether now owned or hereafter acquired by the Debtor, including, but not limited to, those described in Annex C hereto and made a part hereof and (ii) all patents resulting from reexamination or reissue of any such patent, and all patents resulting from such patent applications, including all continuations, continuations in part, and divisionals and all right, title, and interest in and to all of the foregoing.

"Proceeds" shall have the meaning assigned that term under the Uniform Commercial Code as in effect in any relevant jurisdiction or under other relevant law and, in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Collateral Agent or Debtor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority (or any person acting under color of governmental authority) and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Proprietary Information" shall mean proprietary information, including, but not limited to, all trade secrets, confidential information, technological information, non-technological information, techniques, marketing information, formulas, recipes, distribution lists, processes and related ancillary and incidental know-how, standards and specifications as are necessary or used now or hereafter

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for the manufacture, production and distribution by the Debtor for its beverage products presently or hereafter manufactured, produced or distributed by the Debtor or a subsidiary or by any other party manufacturing, producing or distributing under license or other authorization from the Debtor or a subsidiary, and all right, title, and interest in and to all of the foregoing now or hereafter owned by the Debtor.

"Receivables" shall mean all of the Debtor's rights to payment for goods sold or leased or services performed by Debtor, whether now in existence or arising from time to time hereafter, including, without limitation, rights evidenced by an account, note, contract, security agreement, chattel paper, or other evidence of indebtedness or security, together with (a) all security pledged, assigned, hypothecated or granted to or held by Debtor to secure the foregoing, (b) all of the Debtor's right, title and interest in and to any goods, the sale of which gave rise thereto, (c) all guarantees, endorsements and indemnifications on, or of, any of the foregoing, (d) all powers of attorney for the execution of any evidence of indebtedness or security or other writing in connection therewith, (e) all books, records, ledger cards, and invoices relating thereto, (f) all evidences of the filing of financing statements and other statements and the registration of other instruments in connection therewith and amendments thereto, notices to other creditors or secured parties, and certificates from filing or other registration officers, (g) all credit information, reports and memoranda relating thereto, and (h) all other writings related in any way to the foregoing.

"Share Purchase Agreement" shall mean the Share Purchase Agreement dated June 13, 1987 between Beatrice U.S. Food Corp. and The Perrier Group of America, Inc.

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ANNEX A

List of United States Copyrights
and Applications Therefor

NONE

List of Marks Registered in the United States and
Applications Therefor

Trade Names:

Arrowhead Drinking Co.
Arrowhead Puritas Water
Arrowhead Puritas Waters, Inc.
Arrowhead Drinking Water Co.
Ozarka Water Co.
Great Bear Spring Co.
Great Bear Spring Company

Trademarks:

Federal Registrations:

Mark: Arrowhead & Design
Reg. No. 98,033
Date: June 30, 1914
Renewals: Current
Goods: Drinking Water

Mark: Arrowhead Puritas & Design
Reg. No. 828,269
Date: May 2, 1967
Affidavits: File
Goods: Drinking Water, namely,
Distilled Water, Spring Water,
Fluoridated Water, and Spring
Pure Water

Mark: Arrowhead
Reg. No. 1,297,937
Date: September 25, 1984
Goods: Drinking Water and
Carbonated Water

Mark: Arrowhead Sparkling Lime
Mountain Spring Water with a
Squeeze of Real Lime Juice
Reg. No. 1,400,596
Date: July 8, 1986
Goods: Flavored Carbonated Water

Mark: Arrowhead Sparkling and
Design
Reg. No. 1,299,810
Date: October 9, 1984
Goods: Carbonated Water

Mark: Arrowhead Sparkling Orange
Mountain Spring Water with a
Squeeze of Real Orange Juice
Reg. No. 1,400,597
Date: July 8, 1986
Goods: Flavored Carbonated Water

Mark: Arrowhead Sparkling Lemon
Mountain Spring Water with a
Squeeze of Real Lemon Juice
Reg. No. 1,399,757
Date: July 1, 1986
Goods: Flavored Carbonated Water

Mark: Arrowhead
Reg. No. 1,178,731
Date: November 24, 1981
Goods: Ultrapure Processed Water
for Industrial Use

Mark: Arrowhead & Design
Reg. No. 1,001,497
Date: January 14, 1975
Goods: Electric Coolers for
Drinking Water

Mark: AQ.RO.MATIC
Reg. No. 1,025,184
Date: November 18, 1975
Goods: Reverse-Osmosis Units for
Purifying Drinking Water

Mark: AQ.RO.MATIC
Reg. No. 996,438
Date: October 22, 1974
Goods: Reverse-Osmosis Units for
Purifying Drinking Water

Mark: Arrowhead Puritas and
Design
Reg. No. 828,269

Mark: Ozarka and Design
Reg. No. 836,026
Date: September 26, 1967
Goods: Drinking Water

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Mark: Ozarka and Design
Reg. No. 865,741
Date: March 4, 1969
Goods: Refrigerated and
Evaporative Coolers for Drinking
Water

Mark: Great Bear Spring Water and
Design
Reg. No. 220,932
Date: November 16, 1926
Teterboro, NJ
Goods: Table Water
Renewals: Current

Mark: Great Bear Spring Pure
Water and Design
Reg. No. 831,906
Date: July 11, 1967
Affidavits: File
Goods: Table Water

Mark: Great Bear Spring Water and
Design
Reg. No. 1,166,717
Date: August 25, 1981
Goods: Bottled Spring Water

Mark: Great Bear and Design
Reg. No. 553,528
Date: January 15, 1952
Goods: Table Water
Renewals: Current

Mark: Great Bear and Design
Reg. No. 1,251,801
Date: September 20, 1983
Teterboro, NJ
Goods: Drinking Water and Natural
Spring Water

Mark: Great Bear and Design
Reg. No. 310,331
Date: February 20, 1934
Goods: Ice cooled or electrically
operated water coolers
Renewals: Current
Interference Action: No. 4339, no
indication of outcome

Plaintiff in Opposition Actions:
Filed

Mark: Bear Design
Reg. No. 547,571
Date: September 4, 1951
Goods: Table Water

Mark: Bear Design
Reg. No. 760,400
Date: November 19, 1963
Goods: Table Water

Mark: Bear Design
Reg. No. 965,121
Date: July 31, 1973
Goods: Table Water

Mark: Bear Design
Reg. No. 1,222,624
Date: January 4, 1983
Goods: Bottled Spring Water

Mark: Puritap
Reg. No. 1,083,381
Date: January 24, 1978
Goods: Domestic Tap Water
Purification and Dispensing Units
Affidavits: Filed

Federal Registration Applications Filed:

Mark: Ozarka Sparkling Lime With
A Squeeze Of Real Lime Juice
Serial No. 646,566
Filed: February 26, 1987
Published for Opposition: June
23, 1987
Goods: Flavored Carbonated Water

Mark: Ozarka Sparkling Orange
With A Squeeze Of Real Orange
Juice
Serial No. 646,567
Filed: February 26, 1987
Published for Opposition: June
30, 1987
Goods: Flavored Carbonated Water

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Mark: Ozarka Sparkling Lemon With
A Squeeze Of Real Lemon Juice
Serial No. 646,568
Filed: February 26, 1987
Published for Opposition: June
23, 1987
Goods: Flavored Carbonated Water

Mark: Ozarka Sparkling Naturally
Salt-Free
Serial No. 646,569
Filed: February 26, 1987
Goods: Carbonated Water

State Registrations:

Mark: Ozarka
State: Texas
Reg. No. 004008
Date: May 1, 1984
Goods: Spring Water

Mark: Ozarka
State: Arkansas
Reg. No. 024217
Date: April 15, 1986
Goods: Soft Drinks and Carbonated
Water

Mark: Ozarka
State: Texas
Reg. No. 004008
Date: May 1, 1964
Goods: Spring Water

Mark: Ozarka
State: Arkansas
Reg. No. 024217
Date: April 15, 1986
Goods: Soft Drinks and Carbonated
Water

Mark: Great Bear
State: Delaware
Reg. No. 001472
Date: July 2, 1965
Goods: Table Water and Distilled
Water for Beverage Purposes

Mark: Great Bear
State: Connecticut
Reg. No. 001316
Date: October 22, 1975
Goods: Table Water and Distilled
Water for Beverage Purposes

Mark: Great Bear
State: New York
Reg. No. 015970
Date: July 8, 1975
Goods: Table Water and Distilled
Water for Beverage Purposes

Mark: Great Bear
State: New Jersey
Reg. No. 016301
Date: February 25, 1975
Goods: Table Water and Distilled
Water

Mark: Great Bear
State: Pennsylvania
Date: March 10, 1975
Goods: Soft Drinks and Carbonated
Waters

Mark: Great Bear
State: Maryland
Reg. No. 754, 670
Date: February 25, 1975
Goods: Soft Drinks and Carbonated
Water

Mark: Great Bear
State: Rhode Island
Date: May 5, 1976
Goods: Table Water

Mark: Great Bear
State: Maine
Reg. No. 810032
Date: August 5, 1980
Goods: Spring Water

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Annex B
page 7

Mark: Puritap
State: California
Date: October 18, 1986 (renewal)
Goods: Apparatus for Purifying
Water

Mark: Puritap
State: Nevada
Date: February 10, 1933
Goods: Soft Drinks and Carbonated
Waters

List of Marks Registered Outside the United States

Canadian Registrations:

Mark: Puritas
Reg. No. 181,271
Date: February 11, 1972
Goods: Drinking Water and
Distilled Water
Note: U.S. Reg. No. 726,759
permitted to expire

Mark: Arrowhead Puritas and
Arrowhead Design
Reg. No. 182,210
Date: March 30, 1972
Goods: Drinking Water and
Distilled Water

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ANNEX C

List of United States Patents
and Applications Therefor

1. Application of Johansen et al., Serial No. 825,819 on Stand for Water Dispenser and the Like, has been allowed and will issue on May 12, 1987 as patent 4,664,349.
2. Application of Runyon, Serial No. 529,141, on Design for a Bottled Water Dispenser. This application has been allowed and the patent is expected to issue soon.
3. Application of Runyon, Serial No. 845,430 on Design for a Bottled Water Dispenser. This application is a division of the previously identified application, and is directed to a variation thereof.
4. Application of Runyon, Serial No. 845,434 on Design for a Bottled Water Dispenser. This application is also a division of Serial No. 529,141 and is directed to another variation thereof.
5. Application of Johansen et al., Serial No. 825,820 on Design for a Bottle, filed February 4, 1986. This application is still pending.
6. A draft of an application on Benjamin H. Stansbury on a Water Filter Status Indicator, our Docket 9161, has been prepared.

STATE OF MARYLAND

#011 8024

FINANCING STATEMENT FORM UCC-1

BOOK 520

Identifying File No.

270756

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Tidewater Rental Center, Inc.

Address 166 Penrod Ct. Glen Burnie (Anne Arundel) MD 21061-2830

2. SECURED PARTY

Name Contel Credit Corporation

Address 245 Perimeter Center Pkwy Atlanta, GA 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."

Name and address of Assignee

One Encore CX Key Service Unit and component parts.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Tidewater Rental Center, Inc.

[Signature]
(Signature of Debtor)

Michael Zivkovich
Type or Print Above Name on Above Line

President
(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

JS McFarland
Type or Print Above Signature on Above Line

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

Roll No. 511 Page No. 464
 Identification No. 267311 Date 5/5/87

1. Debtor(s) Dr. Larry M. Bernhard and Susan B. Bernhard
Name or Names—Print or Type
815 Ritchie Highway, #105 (A. A. Co.)
Address—Street No. City County State Zip Code
Severna Park, MD 21146

2. Secured Party First National Bank of Maryland
Name or Names—Print or Type
18 West Street, Annapolis, A.A., MD 21401
Address—Street No. City County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

Amended to record Susan B. Bernhard as debtor.

Dated: 11/19/87

Name of Secured Party
Nicholas Lambrow
Signature of Secured Party
Nicholas Lambrow
Type or Print (Include Title if Company)
Commercial Banking Executive

DEBTORS:

X *L. M. Bernhard*
 Larry M. Bernhard
X *Susan B. Bernhard*
 Susan B. Bernhard

150

520 311

Acc't No. 04846/A.A. CO.

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

1. DEBTOR (If name, name and address are the same as in item 2, this space may be left blank.) Skinner & Legsdon Construction PO Box 782 Glen Burnie, MD 21061 IT-170010057AA	2. SECURED PARTY (If name and address are the same as in item 1, this space may be left blank.) John Deere Industrial Eq Co. PO Box 65090 W. Des Moines, IA 50365	3. MATURITY DATE (If any) 4. FILING OFFICE (See Instructions)
--	---	--

4. This statement refers to original Financing Statement bearing file no. **03031 468-205**
 Filed in **Anne Arundel County** Date Filed **14 Nov 83**

- 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. to

Number of Additional Sheets Provided

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

By *C. Royle*
 Signature of Secured Party
 Manager, Processing
 John Deere Company
 John Deere Indus Eq Co.

UNO OFFICER COPY - UNREGISTERED

STANDARD FORM - FORM UCC-3

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 LAUREL EAST MOTEL, A LIMITED PARTNERSHIP DBA Knights Inn T-285 at S.A. 198 Laurel, MD 20700	2. Secured Party(ies) and address(es) 4979 Universal Communication Systems, Inc. 1401 Municipal Road, N.W. Roanoke, Virginia 24012	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
---	--	---

4. This statement refers to original Financing Statement bearing File No. 446935 518-334
 Filed with Anne Arundel Cty. Date Filed 9/3/ 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. 39
 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. Assignee: Universal Communication Systems, Inc., a Georgia corporation, formerly known as BellSouth Acquisition Corporation, 1401 Municipal Road, N.W., Roanoke, Virginia 24012
 Property: All of the property covered by that financing statement referred to in Item 4 above including, but not limited to, any private telephone communications equipment covered thereby.
 No. of additional Sheets presented: 0

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

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

UNIVERSAL COMMUNICATION SYSTEMS, INC.

BOOK 520 PAGE 313

505-568

ANNE ARUNDEL COUNTY, MD

This STATEMENT is presented for filing pursuant to the California Uniform Commercial Code

1. FILE NO. OF ORIG. FINANCING STATEMENT 39046	1A. DATE OF FILING OF ORIG. FINANCING STATEMENT December 4, 1986	1B. DATE OF ORIG. FINANCING STATEMENT November 6, 1986	1C. PLACE OF FILING ORIG. FINANCING STATEMENT Annapolis, MD
2. DEBTOR (LAST NAME FIRST) Benny International (USA) Corporation		2A. SOCIAL SECURITY NO. FEDERAL TAX NO. 95-2762361	
2B. MAILING ADDRESS 17221 So. Western Avenue		2C. CITY, STATE Gardena, California	2D. ZIP CODE 90247
3. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST)		3A. SOCIAL SECURITY OR FEDERAL TAX NO.	
3B. MAILING ADDRESS		3C. CITY, STATE	
3D. ZIP CODE			
4. SECURED PARTY NAME: Wells Fargo Bank, N.A. MAILING ADDRESS: 444 South Flower Street CITY: Los Angeles STATE: California ZIP CODE: 90017		4A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO. 16-24/715 1220	
5. ASSIGNEE OF SECURED PARTY (IF ANY)		5A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
NAME			
MAILING ADDRESS			
CITY			
STATE			
ZIP CODE			

6. A CONTINUATION—The original Financing Statement between the foregoing Debtor and Secured Party bearing the file number and date shown above is continued. If collateral is crops or timber, check here and insert description of real property on which growing or to be grown in item 7 below.
- B RELEASE—From the collateral described in the Financing Statement bearing the file number shown above, the Secured Party releases the collateral described in item 7 below.
- C ASSIGNMENT—The Secured Party certifies that the Secured Party has assigned to the Assignee above named, all the Secured Party's rights under the Financing Statement bearing the file number shown above in the collateral described in item 7 below.
- D TERMINATION—The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above.
- E AMENDMENT—The Financing Statement bearing the file number shown above is amended as set forth in item 7 below. (Signature of Debtor required on all amendments.)
- F OTHER

7. Change of address for debtor, as follows:

Box #1B 857 E. 230th Street
 Box #1C Carson, California
 Box #1D 90745

8. (Date) July 1987

Benny International (USA) Corporation

By: [Signature] president
SIGNATURE(S) OF DEBTOR(S) (TITLE)
 Wells Fargo Bank, N.A.

By: [Signature] V.P.
SIGNATURE(S) OF SECURED PARTY(IES) (TITLE)

9. This Space for Use of Filing Officer
(Date, Time, Filing Office)

1
2
3
4
5
6
7
8
9

10. **Return Copy to**

Wells Fargo Bank, N.A.
 Trade Finance Group #715
 333 So. Grand Ave., #1000
 Los Angeles, CA 90071
 Attn: D. Wong, V.P.

(1) FILING OFFICER COPY
STANDARD FORM - FILING FEE \$3.00

UNIFORM COMMERCIAL CODE - FORM UCC-2
Approved by the Secretary of State

12-50

MARYLAND FINANCING STATEMENT

BOOK 520 PAGE 319

Not Subject to Recordation Tax

Recordation Tax of \$ 112.50 on
Principal Amount of \$ 22,500. is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer	270757
File No.:	
Record Reference:	
Date & Hour of Filing:	

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

1. DEBTOR: Jim's Air Tools & Equipment of Baltimore, Inc.
(Name or Names)
823 Fairview Avenue, Linthicum Heights, MD 21090
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: Atlantic Industrial Credit Corporation
(Name or Names)
8767 Satyr Hill Road - Baltimore, Maryland 21234
(Address)

3. ASSIGNEE (if any)
of SECURED PARTY: Baltimore Federal Financial, F.S.A.
(Name or Names)
P.O. Box 116, Baltimore, MD 21298-9977
(Address)

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

One - 1982 High Reach Forklift Model 843F, 8000 Lb. Capacity,
Perkins Diesel Engine Outtrigger, 48" Forks, S/N H2MH842T-5004
(manufactured by Mark Handler)

Assignment of Lease Dated November 24, 19 87 between
Debtor as Lessor and Exterior Insulating Systems as Lessee covering
the above-described equipment.

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

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

DEBTOR(S): Jim's Air Tools & Equipment of Baltimore, Inc.
By: James W. Goode, President
James W. Goode
(Type or print name of person signing)

SECURED PARTY:
Atlantic Industrial Credit Corporation
By: Robert E. Polack, President
Robert E. Polack, President
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: Secured Party

Handwritten: 112.50
112.50

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 514 Page No. 28
ID No. _____

1. Debtor(s) William J. and Jean L. Wroten
Name or Names - Print or Type
P. O. Box 1304, Glen Burnie, MD 21061
Address-Street No. City, State, ZIP
Mercantile-Safe Deposit and Trust Company
Mercantile Mortgage Corporation
Name or Names - Print or Type
2. Secured Party
P. O. Box 17027, Baltimore, MD 21203
Address-Street No. City, State, ZIP
3. Maturity Date (if any) n/a
4. Check Applicable Statement:

<p>A. Continuation / / 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 /XXX/ From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See below</p>
<p>C. Assignment / / The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other..... / / (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
#100870 C237 R02 T14:17
11/27/87
JA

BEING KNOWN AND DESIGNATED as Lot No. 12 , as shown on the Plat entitled "26 Semi-Detached and 3 Single Family Dwellings-Woodcrest Homes, Ltd.", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 103, at folio 13.

Dated OCTOBER 26, 1987 MERCANTILE MORTGAGE CORPORATION

Please return to:
James C. Praley
P.O. Box 1330
Glen Burnie, MD 21061
87-416

Paul W. Parks
Paul W. Parks, President



MERCANTILE-SAFE DEPOSIT AND TRUST
Ronald D. Mettam
RONALD D. METTAM Vice President

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 514
ID No. _____

Page No. 28

1. Debtor(s) William J. and Jean L. Wroten
Name or Names - Print or Type
P. O. Box 1304, Glen Burnie, MD 21061
Address-Street No. City, State, ZIP
Mercantile-Safe Deposit and Trust Company
Mercantile Mortgage Corporation
Name or Names - Print or Type

2. Secured Party P. O. Box 17027, Baltimore, MD 21203
Address-Street No. City, State, ZIP

3. Maturity Date (if any) n/a

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: See below</p>
<p>C. Assignment <input type="checkbox"/> / The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other..... <input type="checkbox"/> / (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
#100810 0237 R02 T12:56
11/27/87
CR

BEING KNOWN AND DESIGNATED as Lot No. 15, as shown on the Plat entitled "26 Semi-Detached and 3 Single Family Dwellings-Woodcrest Homes, Ltd.", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 103, at folio 13.

Dated OCTOBER 26, 1987

MERCANTILE MORTGAGE CORPORATION



Please return to:

James C. Praley
P.O. Box 1330
Glen Burnie, MD 21061
(87-554)

Paul W. Parks
Paul W. Parks, President

MERCANTILE-SAFE DEPOSIT AND TRUST

Ronald D. Mettam
RONALD D. METTAM Vice President

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

520 317

Identifying File No. 270758

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

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

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

This financing statement Dated 11/24/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bay Rigging & Supply, Inc.
Address 110-B Severn Avenue, Annapolis, MD 21403

2. SECURED PARTY

Name Farmers National Bank of Maryland
Address 5 Church Circle
Annapolis, MD 21401

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

3. Maturity date of obligation (if any)

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

All furniture, fixtures, equipment, inventory and accounts receivable now owned or hereafter acquired by Borrower and all proceeds (cash and non-cash) of such furniture, fixtures, equipment, inventory and accounts receivable.

RECORD FEE 11.00
POSTAGE .50
#102240 0037 R02 T12:43
11/30/87

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 of Debtor: R. A. Knight

R. A. Knight's Signature of Debtor, President
Bay Rigging & Supply, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party: ROBERTE DUNNE

ROBERTE DUNNE LOAN OFFICER
Type or Print Above Signature on Above Line

520 318
270759

FINANCING STATEMENT

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

5. Debtor(s) Name(s) FMB Laundry Inc. Address(es) P.O. Box 2036
Annapolis, MD 21401

6. Secured Party, Maryland National Bank Address Department Church Circle Branch
Attention D. L. Phipps Post Office Box 987, Mailstop 500501
Baltimore, Maryland 21203

(Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

RECORD FEE 11.00
POSTAGE .50
#100500 0237 R02 714:54
11/30/87
33

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: FMB Laundry, Inc.

By: [Signature] (Seal)
Type name and title, if any
John C Bloom, President

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

Secured Party, Maryland National Bank

By: [Signature] (Seal)
Type name and title
Debra L. Phipps
Sr. Branch Officer



SCHEDULE A

THIS SCHEDULE A IS ATTACHED TO AND FORMS A PART OF A SECURITY AGREEMENT DATED 11/30/87 BETWEEN MARYLAND NATIONAL BANK AND FMB Laundry, Inc.

SPEED GREEN COMPANY

MODEL NO	SERIAL NO	SERIAL NO	SERIAL NO	SERIAL NO	SERIAL NO	
SCHEDULE A						
THIS SCHEDULE A IS ATTACHED TO AND FORMS A PART OF A SECURITY AGREEMENT DATED 11/30/87 BETWEEN MARYLAND NATIONAL BANK AND FMB Laundry, Inc.						
SPEED GREEN COMPANY						
106119457	SERIAL NO LIST	10/23/87	20	34	54	PAGE 1
CONSIGNEE TO	F M B LAUNDRY INC	CAR/TRAILOR NO	ROADWAY			
	9159 BROOKVILLE ROAD	SEAL NO	NONE			
	SILVER SPRING MD20910	SHIPPERS NO	13155			
		BILL LADING	131094			
		CUSTOMER NO	2			
LOADED BY	EC					
BOOK NO	3					
CARRIER	PREPAID					
MODEL NO	SERIAL NO	SERIAL NO	SERIAL NO	SERIAL NO	SERIAL NO	
SG4990WB	S13L89564	S13L89565	S13L89567	S13L89568	S13L89569	
	S13L89571	S13L89572	S13L89583	S13L93243	S13L93289	
	S13L93302	S13L93303	S13L93304	S13L93305	S13L93306	
	S13L93307	S13L93308	S13L93309	S13L93310	S13L93312	
	S13L93313	S13L93314	S13L93315	S13L93317		
				TOTAL FOR MODEL		24
WA4960WB	14E51120	14E51122	14E51127	14E51130	14E51132	
	14E51134	14G67489	14G67573	14T75136	14T75233	
				TOTAL FOR MODEL		10
WA4980WB	14L98853	14L98872	14L98839	14L98851	14L98857	
	14L98838	14L98869	14L98870	14L98871	14L98872	
	14L98877	14L98962	14L98965	14L99116		
				TOTAL FOR MODEL		14
				TOTAL UNITS		48

SPEED GREEN COMPANY

MODEL NO	SERIAL NO	SERIAL NO	SERIAL NO	SERIAL NO	SERIAL NO	
SCHEDULE A						
THIS SCHEDULE A IS ATTACHED TO AND FORMS A PART OF A SECURITY AGREEMENT DATED 11/30/87 BETWEEN MARYLAND NATIONAL BANK AND FMB Laundry, Inc.						
SPEED GREEN COMPANY						
106119457	SERIAL NO LIST	10/23/87	20	34	54	PAGE 1
CONSIGNEE TO	F M B LAUNDRY INC	CAR/TRAILOR NO	NAVL 17E155			
	9159 BROOKVILLE ROAD	SEAL NO	34950			
	SILVER SPRING MD20910	SHIPPERS NO	11824			
		BILL LADING	136119			
		CUSTOMER NO	092387			
LOADED BY	DD					
BOOK NO	26					
CARRIER	PREPAID					
MODEL NO	SERIAL NO	SERIAL NO	SERIAL NO	SERIAL NO	SERIAL NO	
RG2190WB	S13L84976	S13L85015	S13L85016	S13L85017	S13R77721	
	S13R77722			TOTAL FOR MODEL		6
SG4990WB	S13L86898	S13L86922	S13L86923	S13L86924	S13L86925	
	S13R83587			TOTAL FOR MODEL		6
WA4960WB	14G67419	14G67539	14G67540	14G67541	14G67552	
	14G67554			TOTAL FOR MODEL		6
WA4980WB	14L99737	14L99738	14L99739	14L99740	14L99742	
	14L99743	14L99744	14L99745	14L99746	14L99751	
	14L99752	14L99753		TOTAL FOR MODEL		12
				TOTAL UNITS		30

CD # Dominion Federal S&L \$16,000. matures 9-15-88
 In the names of Jeffrey or Barbara Friedman account
 #05-10085007

UNIFORM COMMERCIAL CODE
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3
 THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____ 520 320
 RECORDED IN LIBER 454 FOLIO 136 ON Sept. 15, 1982 (DATE)

1. DEBTOR

Name George V. Bankey
 Address 1177 Ridge Drive, Pasadena, MD 21122

2. SECURED PARTY

Name Appliance Buyers Credit Corporation
 Address 8220 Wellmoor Court Savage, MD 20763

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

3. Maturity date of obligation (if any) _____

CHECK ONE 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.) <u>Termination</u></p>

George V. Bankey
 By George V. Bankey
 signature of debtor

Dated _____

Whirlpool Acceptance Corporation
 Successor to Appliance Buyers
 Credit Corporation
 By Joseph Giannattasio 4/1/82
 (Signature of Secured Party)
 Joseph Giannattasio, Branch Manager
 Type or Print Above Name on Above Line

1052

COS-002534

BOOK 520 PAGE 321

CROSS INDEXED IN LAND RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 484

Page No. 191

Identification No. 256244

Dated April 19, 1985

1. Debtor(s) { Richard and Betty Fisher
Name or Names—Print or Type
7049 Ridge Road, Hanover (A.A.Co.) MD 21074
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>

RECEIVED
APR 22 1985
FBI
APR 22 1985
APR 22 1985
APR 22 1985

Dated: January 17, 1987

Sears, Roebuck and Company
Name of Secured Party

[Signature]
Signature of Secured Party

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

BSD

BOOK 520 PAGE 322
270760

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal
- Amount is \$ 12,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Richard F. Whitaker

64 Silopanna Road
Annapolis, MD 21403



SECURED PARTY

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

Attach separate list if necessary

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

5A

- 1-New Model 1045 M-F Compact Landscaping Tractor, Serial #40363
- 1-New Model 232 M-F Loader, Serial #002725

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)

Richard F. Whitaker
Richard F. Whitaker

FARMERS NATIONAL
BANK OF MARYLAND

Frank T. Lowman, III
BY
Frank T. Lowman, III
Senior Vice President

Type or print names under signatures

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

11-
84-
2

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 520-323

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK. 270761

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 E. J. Keyworth, Inc. t/a Herrington Harbour Restaurant
Address Rt. 261, Friendship, MD 20758

2. SECURED PARTY

Name Farmers National Bank of Maryland
Address 5 Church Circle, Annapolis, MD 21401

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

3. Maturity date of obligation (if any) _____

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

All equipment, inventory and accounts receivable now owned or hereafter acquired by Borrower and all proceeds, (cash and non-cash) of such equipment, inventory and accounts receivable as well as a 1970 Mercedes, a 1981 Mercedes and a 1985 Jeep CJ7

- 85 JEEP 1JCCF87A3FT067240
81 MERCEDES WDBC20A5BB006183
70 MERCEDES 11304412014076

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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 E.J. Keyworth, Inc.

E.J. Keyworth, Inc.
t/a Herrington Harbour Restaurant
Type or Print Above Name on Above Line

Handwritten signature of E.J. Keyworth, Inc.

Type or Print Above Signature on Above Line

Handwritten signature of Rose J. Selley

(Signature of Secured Party)

Type or Print Above Signature on Above Line

FINANCING STATEMENT

800-520-324
270762

- 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 \$ 15,000.00. 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)
 Chesapeake Irrigation, Inc. 405 Headquarters Dr.
 Millersville, MD 21108

6. Secured Party Address
 First Federal Savings & Loan Association of Annapolis
 Attention: Gayle A. Haines, Loan Processor
 (Type name & Title)

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

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

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

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

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

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

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

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

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

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

Debtors Chesapeake Irrigation, Inc.

BY: William M. Underwood (Seal)

William M. Underwood, President

(Seal)

(Seal)

(Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

2-2820 (3/85)

11 105.50 50 50



**FIRST FEDERAL SAVINGS
& Loan Association of Annapolis**

5201 PAGE 325

SCHEDULE A

B30 Burkeen Cable Plow 30HP Hatz Diesel, Rolling Sod Cutter
Front Mounted Trencher, H-Duty Boring Unit, Big Foot Tires,
Wheel weights, Seat & Belts & Ropes, 12' Irrigation Blade

Serial #B30635
Engine Serial #371486028616

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

520 320

FINANCING STATEMENT

DATE: November 24, 1987

270763

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR (S):

George's Restaurant, Inc.
8471 Sort Smallwood Road
Pasadena, Maryland 21222

ADDRESS:

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

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

Furniture, Fixture, Equipment, Inventory, Accounts Receivable
nowowned and hereafter acquired, excluding motor vehicles.

DEBTOR(S):

George's Restaurant, Inc.

(Company Name)

BY:

George A. Alexopoulos
George A. Alexopoulos, President

BY:

BY:

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY:

John M. Crook
(Authorized Signature)

John M. Crook
Senior Vice President

(Type Name and Title)

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

Anne Arundel Co.

RECORDED
INDEXED
AUG 21 1983
FBI - BALTIMORE

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. 248658 Dated August 17, 1983

Record Reference Liber 465 Page 43

2. DEBTOR:

Name: Randall F. Williams, Jr t/a Ceramic Tile, Inc.
(Last Name First)

ADDRESS: 604 Dover Road Pasadena, Md. 21122

3. SECURED PARTY IS:

NAME: Union Trust Company of Maryland

ADDRESS: P.O. Box 17063 Baltimore, Md. 21203

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

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

RETURN TO: DEBTOR'S ADDRESS



SECURED PARTY

Union Trust Company of Maryland

BY: [Signature] (TITLE)

DATED: 11/6 1987 NOV 12 PM 2:30

1052

Anne Arundel Co.

RECEIVED
MAY 17 1983
MAY 17 1983
MAY 17 1983

TERMINATION STATEMENT

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RETURN TO: DEBTOR'S ADDRESS



SECURED PARTY

Union Trust Company of Maryland

BY: [Signature] (TITLE)

DATED: 11/6 1987 NOV 12 PM 2:30

1052

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 520 329

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 070765

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 DGM ENTERPRISES, INC.
Address 5107 BAYVIEW AVENUE, LINTHICUM HEIGHTS, MD 21086

2. SECURED PARTY

Name MATSUSHITA ELECTRIC CORP. OF AMERICA, PANASONIC INDUSTRIAL COMPANY
Address 2 PANASONIC WAY, SECAUCUS, NJ 07094

ATTN: R. KERNER
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

All inventory of goods and merchandise, now held or hereafter acquired by Debtor bearing the trademarks "PANASONIC", "TECHNICS", "RAMSA" OR "NATIONAL" either singly or in combination with any other word or words, and all additions or accessions thereto, and all proceeds and products of such inventory, including without limitation, all documents, instruments, general intangibles, chattel paper, accounts and contract rights of DEBTOR now existing or hereafter arising out of or with respect to such inventory of goods and merchandise, and all proceeds thereof.

CHECK [X] THE LINES WHICH APPLY

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

Paul McKeown
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

A. R. Kerner

(Signature of Secured Party)

A. R. KERNER

Type or Print Above Signature on Above Line

1150

STATE OF MARYLAND

FINANCING STATEMENT FORM UC-1

Identifying File No. 520 330
270766

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 NOV. 18, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Royal Edison Brumwell
Address 4013 Mountain Rd., 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)

Two CASE 580K LDR/Extahoes
S/N 17418146
S/N 17421852

Name and address of Assignor
J. I. CASE CREDIT CORP.
5790 Widewaters Parkway, Syracuse, N.Y. 13214

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Royal Edison Brumwell
(Signature of Debtor)

Royal Edison Brumwell
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Barclay D. Tucker II
(Signature of Secured Party)

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

11/87

JA

520 331

270767

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

<p>1 Debtor(s) (Last Name First) and Address(es)</p> <p>TRAPP, SHEILA G. 627 N. HAMMOND FERRY RD. LINTHICUM, MD. 21090</p>	<p>2 Secured Party(ies) and Address(es)</p> <p>WASHINGTON FREIGHTLINER, INC. 201 RITCHIE RD. CAPITOL HEIGHTS, MD. 20743</p>	<p>3 Maturity date (if any)</p> <p>For Filing Officer (Date, Time, Number, and Filing Office)</p>
<p>4 This financing statement covers the following types (or items) of property:</p> <p>1985 WESTERN STAR TRUCK SERIAL #2WLPCCJE9FK9111224 WITH 1984 R/S 14' STEEL DUMP BODY SERIAL #847749</p> <p>I hereby certify that the filing fee as required by the Motor Vehicle Administration for the security interest in the above vehicle has been paid. Document not subject to recordation tax-conditional sales contract signed by debtor.</p>		<p>5 Assignee(s) of Secured Party and Address(es)</p> <p>Associates Commercial Corp. P.O. Box A College Park, Md. 20740</p>

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

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

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

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

Filed with: ANNE ARUNDEL COUNTY

1329348

Sheila G. Trapp

WASHINGTON FREIGHTLINER, INC

By: SHEILA G. TRAPP
Signature(s) of Debtor(s)

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

Filing Officer Copy — Alphabetical

1750

603469 Rev. 12-80

520 332

270768

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

<p>1 Debtor(s) (Last Name First) and Address(es)</p> <p>Ty Jackson 187 Mountain Road Pasadena, Maryland 21122</p>	<p>2 Secured Party(ies) and Address(es)</p> <p>Beltway Ford Truck Sales, Inc. 8300 Ardwick-Ardmore Road Landover, Maryland 20785</p>	<p>3 Maturity date (if any):</p> <p>For Filing Officer (Date, Time, Number, and Filing Office)</p>
<p>4 This financing statement covers the following types (or items) of property</p> <p>1987 FORD LT 9000 DUMP SERIAL #1FDZU90X4HVA26060 WITH I.E. dump body serial #86121534 14' ALUM.</p> <p>DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.</p>		<p>5 Assignee(s) of Secured Party and Address(es)</p> <p>Associates Comm. Corporation 1801 McCormick Drive Suite 200 Landover, Maryland 20785</p>

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

- already subject to a security interest in another jurisdiction when it was brought into this state
- which is proceeds of the original collateral described above in which a security interest was perfected

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

Filed with: ANNE ARUNDEL COUNTY 1332,092-12

TY JACKSON

By: Ty Jackson
Signature(s) of Debtor(s)

BELTWAY FORD TRUCK SALES INC.

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

Filing Officer Copy — Alphabetical

603469 Rev 12-80

11-90

520 PART 333

270769

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) Advance Surveys 5443 South Maryland Ave Lothian, MD 20711	2. Secured Party (ies) and address(es)	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 Blu-Ray 250 Whiteprinter Serial # 679 COST: \$2,755.00 Subject to Recordation Tax of \$ 13.20		5. Assignee(s) of Secured Party and Address(es)

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

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

Filed with: Anne Arundel County Clerk

ADVANCE SURVEYS

AVCO LEASING SERVICES, INC

By: Francis B Collinson
Signature(s) of Debtor(s)
Francis B Collinson/President

By: Julie Perrey
Signature(s) of Secured Party (ies)
Julie Perrey Operations Manager

STANDARD FORM - FORM UCC-1.

520-334
-335

#'s not used

12-1-87

520-334
-335

#'s not used

12-1-87

518-294

EXHIBIT C-1

TO BE RECORDED
AMONG THE FINANCING
STATEMENT RECORDS OF
ANNE ARUNDEL COUNTY

520-338

269940

Maryland Uniform Commercial Code

FINANCING STATEMENT

1. Debtor: ANNAPOLIS PIZZA, INC.
7311-A Gallatin Street
West Lanham Hills, Maryland 20784

2. Secured Party: CITIZENS BANK AND TRUST
COMPANY OF MARYLAND
6200 Baltimore Boulevard
Riverdale, Maryland 20737

RECORD FEE 10.00
POSTAGE .50
4081720 0340 201 115:52

3. This Financing Statement covers the following types of property:
All equipment, furniture, furnishings, fixtures, and other miscellaneous personal
property as well as accessions and replacements thereto located at or affixed
to the property and improvements described in Exhibit A hereto.

09/29/87

4. The proceeds and products of the collateral described in paragraph 3
are covered by the Financing Statement.

Debtor:
ANNAPOLIS PIZZA, INC.

Secured Party:
CITIZENS BANK AND
TRUST COMPANY OF
MARYLAND

By: Shawn L. Deignan

By: Roger [Signature]

TO THE FILING OFFICER:

After this statement has been recorded, please mail to:

Mr. John W. Heinecke
~~Mr. Harry F. Brietbach~~
Citizens Bank and Trust
Company of Maryland
6200 Baltimore Boulevard
Riverdale, Maryland 20737

B01225DB.EXH

11/10

1/50

BOOK 520 PAGE 337

EXHIBIT A TO
FINANCING STATEMENT

PROPERTY DESCRIPTION

All that unit being occupied by the Debtor in Forest Plaza Shopping Center, Annapolis, Maryland, said shopping center being the Parole subdivision and shown in Tax Map 51, parcel 20, block 03.

B01225DB.EXH

520 11/20/87

PRINT OR TYPE ALL INFORMATION

270780

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

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.

Simpson Electrical Company, Inc.
P.O. Box 1022
Aurora, MO 63001

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

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

Name & address of Secured Party

Baldwin Service Center, Inc.
11 Defense Highway
Aurora, MO 63001

Name & address of Assignee

Baldwin Service Center, Inc.
1102 Discovery Plaza, #121
Aurora, MO 63001

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 John Deere Model 1400B Loader Backhoe w/4' Extend a hoe and 4' lift bucket SN/322196 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS & ALL PROCEEDS THEREOF

EXEMPT RECORDATION TAX-CONDITIONAL SALE CONTRACT

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:

Simpson Electrical Company, Inc.

Baldwin Service Center, Inc.

Signature of Debtor if applicable (Date)

JH M PRAS
Josiah H. Trice, Pres.
11/20/87

Signature of Secured Party if applicable (Date)

Rhoda L. Baldwin, Pres.
Rhoda L. Baldwin, Pres. 11/19/87

11/20

FINANCING STATEMENT AND SECURITY AGREEMENT

File No. **270781**

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>INTERNATIONAL CUSTOM HOMES, INC. 8399 Baltimore-Annapolis Blvd. Pasadena, Maryland 21122 544-2995 544-2585</p>	<p>2. SECURED PARTY</p> <p>THE PARADIES DISTRIBUTING CO. 3000 Waterview Avenue Baltimore, Maryland 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 (M.D.)

6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

SECURED PARTY:

EUGENE GIBBERT
(Type Name)

By: Eugene Gibbert (SEAL) By: J.P. Murphy, Jr.
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

FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE
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.

BOOK 520 PAGE 341

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on 1,000.00
principal amount of \$.....

1. Name of Debtor(s): County Title Agency, Inc.
Address: 9 Crain Highway
Glen Burnie, MD 21061

270782

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

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

All A/R, Equipment and furniture and fixtures now owned and/or hereafter acquired.

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

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

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s) County Title Agency, Inc., By:

✓ *Dorothy V. Guertin*
By: Dorothy V. Guertin, President

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

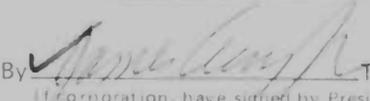
By: *George H. Lowe, Jr.*
George H. Lowe, Jr., Branch Officer
(Type Name and Title)

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

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

12
7.50

270783

 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 inapplicable words</small>		
Debtor(s) Name(s) and Address(es) Cunningham Concrete, Inc. 1073 St. Stephen Church Road Crownsville, MD 21032		Secured Party Name and Address S.M. Christhif & Son, Inc. Timonium Road & Harrisburg Expressway Timonium, MD 21093
Assignee of Secured Party The CIT Group/ XXXXXXXXXXXX Equipment Financing, Inc. 1180 West Swedesford Road Berwyn, PA 19312		The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.
This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small> One (1) New Bomag Model BW130AD Tandem Vibratory Roller, S/N 0274, complete with all related parts, attachments and accessories.		
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) Cunningham Concrete, Inc.		Secured Party S.M. Christhif & Son, Inc.
By  Title President		By 
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>		
Type or print name(s) of person(s) signing _____		Type or print name of person signing _____
5 SA 989D		

1150

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

TFR266
9/22/87
7105-106

520 342

270784

FINANCING STATEMENT

TO BE RECORDED IN

Anne Arundel County
Financing Statement Book

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

1. Debtor: Address:
Bay Manor Real Estate 7779 New York Lane, Apt. F
Limited Partnership Glen Burnie, MD 21061

2. Secured Party: Address:
Equitable Bank, N.A. 100 South Charles Street
Baltimore, MD 21201-2791
Attn: Kathleen B. Shields
Health Care Banking

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles hereafter owned by the Debtor and located in or upon any interest or estate in land described below or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the generality of the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air condition, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and appurtenant facilities erected or to be

20
4

erected in or upon the said land, and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land;

(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 as well as in equity, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land; and

(c) And all documents, instruments, general intangibles, chattel papers, contract rights and accounts now owned or hereafter acquired by the Debtor as such property may from time to time exist, together with all modifications, accessions and substitutions therefor and proceeds therefrom.

4. The aforesaid items are included as security in a Deed of Trust, Assignment of Rents and Security Agreement given by Debtor to William N. Apollony and Kathleen B. Shields, Trustees, and recorded or intended to be recorded among the land records of Baltimore County, Maryland securing an indebtedness owed by Debtor to the Secured Party.

5. Proceeds of collateral are covered hereunder.

BOOK 520 PAGE 345

6. The land consists of approximately 11.163 acres of land more particularly described in Exhibit A attached hereto.

Debtor:

BAY MANOR REAL ESTATE LIMITED
PARTNERSHIP

By: [Signature]
Leonard J. Attman
General Partner

By: [Signature]
Gary L. Attman
General Partner

By: [Signature]
Alvin M. Powers
General Partner

Dated: November 30, 1987

Mr. Clerk: After recording, please return to:

Timmy F. Ruppertsberger, Esquire
Semmes, Bowen & Semmes
250 West Pratt Street
Baltimore, Maryland 21201

EXHIBIT "A"

BEGINNING for the same at a point, said point being at the beginning of the first line of that parcel of land described in the conveyance from Gertrude Crist et al to Bay Manor Real Estate Limited Partnership by Confirmatory Deed dated July 9, 1987, recorded among the Land Records of Anne Arundel County, Maryland in Liber 4438, at page 259; thence leaving the point of beginning and running along the outlines of the abovementioned conveyance South 59 degrees 14 minutes 46 seconds East 1,008.92 feet; thence North 30 degrees 45 minutes 14 seconds East 325.00 feet; and North 71 degrees 00 minutes 19 seconds East 165.08 feet to a point on the southwesternmost side of Relocated Jones Station Road (College Parkway) as shown on Anne Arundel County right-of-way plat 14543-X; thence continuing along the outline of the above mentioned conveyance and binding along the said southwesterly side of Jones Station Road, (College Parkway), North 52 degrees 04 minutes 05 seconds West 24.64 feet; thence North 63 degrees 22 minutes 41 seconds West 50.99 feet; thence North 80 degrees 08 minutes 26 seconds West 85.00 feet, and North 52 degrees 04 minutes 05 seconds West 17.81 feet to a point, said point being at the end of the fourth line of that parcel of land first described in the conveyance from College Parkway Baptist Church et al to Bay Manor Real Estate Limited Partnership by deed dated August 24, 1987 and recorded in the Land Records of Anne Arundel County, Maryland in Liber 4444, folio 262; thence leaving the outlines of the first abovementioned conveyance and continuing along the said southwesterly side of Relocated Jones Station Road (College Parkway), and running reversely along the outline of the first parcel of the second abovementioned conveyance North 52 degrees 04 minutes 05 seconds West 32.19 feet; thence North 37 degrees 55 minutes 55 seconds East 50.00 feet; thence North 52 degrees 04 minutes 05 seconds West 315.97 feet; thence leaving the said southwesterly side of Relocated Jones Station Road, (College Parkway), and continuing along the outline of the first parcel of the second abovementioned conveyance South 37 degrees 55 minutes 55 seconds West 31.58 feet to a point; said point being at the end of the third line of that parcel of land second described in the second abovementioned conveyance; thence leaving the outline of the said parcel of land first described in the second abovementioned conveyance and running reversely along the outline of that parcel of land second described in the second abovementioned conveyance, North 73 degrees 13 minutes 55 seconds West 120.00 feet and North 87 degrees 15 minutes 25 seconds West 206.32 feet to a point; said point being at the end of the tenth line of that parcel of land described in the first abovementioned conveyance; thence leaving the said second parcel of the second abovementioned conveyance and running along the outline of the first abovementioned conveyance, North 52 degrees 03 minutes 11 seconds West 278.71 feet; thence South 88 degrees 00 minutes 11 seconds West 264.70 feet; thence South 83 degrees 00 minutes 11 seconds West 27.30 feet; and South 12 degrees 34 minutes 08 seconds East 319.66 feet to the point of beginning. CONTAINING 11.163 acres of land, more or less.

BEING all that parcel of land described in a Confirmatory Deed dated July 9, 1987 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4438, folio 258 conveyed by Gertrude Crist, et al unto Bay Manor Real Estate Limited Partnership and also being those two parcels of land described in a Deed dated August 24, 1987 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4444 folio 2 2 conveyed by College Parkway Baptist Church et al unto Bay Manor Real Estate Limited Partnership.

BEING also all the same property as set forth on a Plat entitled "Administrative Plat, College Parkway Baptist Church", recorded among the Land Records of Anne Arundel County, Maryland in Liber 4449, folio 91; SAVING AND EXCEPTING therefrom Parcel 1; containing 5.216 acres.

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

TO BE } RECORDED IN LAND RECORDS SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____
 NOT TO BE } NOT SUBJECT TO }

FINANCING STATEMENT

1. Debtor(s): Bay Manor Nursing Home, Inc.
Name or Names—Print or Type
7779 New York Lane, Apt. F, Glen Burnie, MD 21061
Address—Street No., City - County State Zip Code
Name or Names—Print or Type
Address—Street No., City - County State Zip Code
2. Secured Party: Equitable Bank, N.A.
Name or Names—Print or Type
100 S. Charles Street, 6th Floor, Baltimore, MD 21201-2791
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 Exhibit B attached hereto

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

See Exhibit A attached hereto

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): BAY MANOR NURSING HOME, INC.

SECURED PARTY:

[Signature]
(Signature of Debtor)
Alvin M. Powers, President
Type or Print

(Company, if applicable)

(Signature of Debtor)
Type or Print

(Signature of Secured Party)
Type or Print (Include title if Company)

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

Name and Address Tinny F Ruppertsberger, Esq.
Lunas Bros. Form F-1 Sermes, Bowen & Sermes
250 W. Pratt St
Baltimore, Md 21201

14-52

BEGINNING for the same at a point, said point being at the beginning of the first line of that parcel of land described in the conveyance from Gertrude Crist et al to Bay Manor Real Estate Limited Partnership by Confirmatory Deed dated July 9, 1987, recorded among the Land Records of Anne Arundel County, Maryland in Liber 4438, at page 259; thence leaving the point of beginning and running along the outlines of the abovementioned conveyance South 59 degrees 14 minutes 46 seconds East 1,008.92 feet; thence North 30 degrees 45 minutes 14 seconds East 325.00 feet; and North 71 degrees 00 minutes 19 seconds East 165.08 feet to a point on the southwesternmost side of Relocated Jones Station Road (College Parkway) as shown on Anne Arundel County right-of-way plat 14543-X; thence continuing along the outline of the above mentioned conveyance and binding along the said southwesterly side of Jones Station Road, (College Parkway), North 52 degrees 04 minutes 05 seconds West 24.64 feet; thence North 63 degrees 22 minutes 41 seconds West 50.99 feet; thence North 80 degrees 08 minutes 26 seconds West 85.00 feet, and North 52 degrees 04 minutes 05 seconds West 17.81 feet to a point, said point being at the end of the fourth line of that parcel of land first described in the conveyance from College Parkway Baptist Church et al to Bay Manor Real Estate Limited Partnership by deed dated August 24, 1987 and recorded in the Land Records of Anne Arundel County, Maryland in Liber 4444, folio 262; thence leaving the outlines of the first abovementioned conveyance and continuing along the said southwesterly side of Relocated Jones Station Road (College Parkway), and running reversely along the outline of the first parcel of the second abovementioned conveyance North 52 degrees 04 minutes 05 seconds West 32.19 feet; thence North 37 degrees 55 minutes 55 seconds East 50.00 feet; thence North 52 degrees 04 minutes 05 seconds West 315.97 feet; thence leaving the said southwesterly side of Relocated Jones Station Road, (College Parkway), and continuing along the outline of the first parcel of the second abovementioned conveyance South 37 degrees 55 minutes 55 seconds West 31.58 feet to a point; said point being at the end of the third line of that parcel of land second described in the second abovementioned conveyance; thence leaving the outline of the said parcel of land first described in the second abovementioned conveyance and running reversely along the outline of that parcel of land second described in the second abovementioned conveyance, North 73 degrees 13 minutes 55 seconds West 120.00 feet and North 87 degrees 15 minutes 25 seconds West 206.32 feet to a point; said point being at the end of the tenth line of that parcel of land described in the first abovementioned conveyance; thence leaving the said second parcel of the second abovementioned conveyance and running along the outline of the first abovementioned conveyance, North 52 degrees 03 minutes 11 seconds West 278.71 feet; thence South 88 degrees 00 minutes 11 seconds West 264.70 feet; thence South 83 degrees 00 minutes 11 seconds West 27.30 feet; and South 12 degrees 34 minutes 08 seconds East 319.66 feet to the point of beginning. CONTAINING 11.163 acres of land, more or less.

BEING all that parcel of land described in a Confirmatory Deed dated July 9, 1987 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4438, folio 258 conveyed by Gertrude Crist, et al unto Bay Manor Real Estate Limited Partnership and also being those two parcels of land described in a Deed dated August 24, 1987 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4444 folio 2 2 conveyed by College Parkway Baptist Church et al unto Bay Manor Real Estate Limited Partnership.

BEING also all the same property as set forth on a Plat entitled "Administrative Plat, College Parkway Baptist Church", recorded among the Land Records of Anne Arundel County, Maryland in Liber 4449, folio 91; SAVING AND EXCEPTING therefrom Parcel 1; containing 5.216 acres.

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.

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.

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.

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

Checked

BOOK 520 PAGE 35

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

File No. 512

Page No. 544

Identification No.

Dated May 13, 1987

1. Debtor(s) Bay Manor Real Estate Limited Partnership
Name or Names—Print or Type
7779 New York Lane, Glen Burnie, Maryland 21061
Address—Street No., City—County, State Zip Code

2. Secured Party Equitable Bank National Association
Name or Names—Print or Type
100 S. Charles St., Baltimore, Maryland 21201
Address—Street No., City—County, State Zip Code

Maturity Date (if any)

Section 8 Applicable Statement:

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

Dated: November 30, 1987

Equitable Bank, N.A.

Name of Secured Party

[Signature]
Signature of Secured Party

Vice President

Type or Print (Include Title if Company)

UCC-8A Form T-1

Return to:
Bay State Title Co.
1 E. Redwood St
Baltimore, Md 21202
539-5878
Lisa Eidelberg

10-5

Chattel

BOOK 520 PAGE 351

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

UCC No. 512 Page No. 547
Identification No. Date May 13, 1987

1. Debtor(s) Bay Manor Nursing Home, Inc.
Name or Names—Print or Type
7779 New York Lane Glen Burnie Maryland 21061
Address—Street No., City—County State Zip Code

2. Secured Party Equitable Bank National Association
Name or Names—Print or Type
100 S. Charles Street Baltimore Maryland 21201
Address—Street No., City—County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

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

Dated: November 30, 1987

Equitable Bank, N.A.
Name of Secured Party
William B. ...
Signature of Secured Party
Vice President
Type or Print (Include Title if Company)

10
L

MARYLAND FINANCING STATEMENT

BOOK 520 11 352

270786

(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) CI 2348

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

3. ASSIGNEE (if any) of LESSOR
(Name or Names)
(Address)

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

1- NEC P9XL Printer with Dual Bin Sheet Feeder & Cable

JA

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

LESSEE
Henault & Sysko, Chartered

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: [Signature]
Dennis J. Sysko (Title)

By: [Signature] President
Gordon T. Hill (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

11/50

MARYLAND FINANCING STATEMENT BOOK 520 6-19-89 UCC-1

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

For Filing Officer	
File No.:	270787
Record Reference:	_____
Date & Hour of Filing:	_____

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

1. DEBTOR: David C. Stockett and Joan A. Stockett
(Name or Names)
5239 Solomons Island Road, Lothian, Maryland 20711
(Address)
- DEBTOR: _____
(Name or Names)

(Address)
2. SECURED PARTY: Signet Bank of Maryland
(Name or Names)
P.O. Box 22497, Baltimore, Maryland 21203
(Address)
3. ASSIGNEE (if any) of SECURED PARTY: _____
(Name or Names)

(Address)

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

- One (1) Morbark Chipper Vester, s/n 029
- One (1) Witco Challenger Model RT35 Low-Boy, s/n 1W9A11D22HF061176
- One (1) Galion Model TH 812 Roller

NOT SUBJECT TO RECORDATION TAX-RENTAL EQUIPMENT

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

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

DEBTOR(S):
David C. Stockett
 By: *David C. Stockett* (Title)
David C. Stockett
(Type or print name of person signing)
Joan A. Stockett
 By: *Joan A. Stockett* (Title)
Joan A. Stockett
(Type or print name of person signing)

SECURED PARTY:
Signet Bank of Maryland
 By: *Frederick H. Weber*
(Type or print name of person signing)

Return To: Signet Bank of Maryland
P.O. Box 22497, Baltimore, Maryland 21203

Handwritten initials/signature

BOOK 520 PAGE 354

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. 252169 Dated MAY 29, 1984
Record Reference BOOK 473 PAGE 474

2. DEBTOR is:

Name JESSE J. SCRUGGS
(Last Name First)

Address 742 CECIL AVENUE, MILLERSVILLE, MARYLAND 21108

3. SECURED PARTY is:

Name THE BANK OF GLEN BURNIE

Address P.O. DRAWER 70, GLEN BURNIE, MARYLAND 21061

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

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

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

SECURED PARTY:

THE BANK OF GLEN BURNIE

Dated NOVEMBER 30, 19 87

By: Earl G. Walter
EARL G. WALTER (Title)
EXECUTIVE VICE PRESIDENT

1050

8007 5:20 PM 355

Anne Arundel County
STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

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

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement _____

Date of Filing 5/27/82

Record Reference #242714 Liber 450 Page 138

Maturity date (if any) _____

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

Happy Travelers, Inc.	8244 Md. Rt. 3	Millersville, MD	21108	
	Plus any and all other locations			

Name of Secured Party or assignee	No.	Street	City	State
-----------------------------------	-----	--------	------	-------

ITT COMMERCIAL FINANCE CORP.	P.O. BOX 489	COLUMBIA, MD	21045	
------------------------------	--------------	--------------	-------	--

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 ; Amendment

RETURN TO:

Please amend Secured Party name and address to read as listed above.
(We were formerly ITT Diversified Credit Corp., located in Cherry Hill, NJ).

Please add to Debtor's address: "Plus any and all other locations".

Debtor(s) or assignor(s)

Happy Travelers, Inc.

ITT Commercial Finance Corp. formerly
ITT Diversified Credit Corp. (Seal)

(Corporate, Trade or Firm Name)

Herbert Schwartz

Kenneth N. Collins Credit Manager

Signature of Secured Party or Assignee

Herbert Schwartz, President

KENNETH N. COLLINS - MANAGER

(Type or print name under signature)

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

520 111-350

270790

Debtor or Assignor Form

Anne Arundel Co. MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 25,000.00 (175,00)
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR
B & D Enterprises, Inc.
D/B/A B & D Leasing
(Name)
108 Holsum Way
(Address)
Glen Burnie, Maryland 21061

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
 Attn Gerard R. Mikulski, V.P.
(Name of Loan Officer)
25 S Charles Street Banc 101-560
(Address)
Baltimore, Maryland 21201

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

1 Hartridge 1S Horsepower Test Stand Serial #718-308-G-6

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)
B & D Enterprises, Inc. (Seal)
D/B/A B & D Leasing
William C. Foster (Seal)
(Signature)
William C. Foster, President
(Print or Type Name)

DEBTOR (OR ASSIGNEE)
 _____ (Seal)
 _____ (Seal)
(Signature)

(Print or Type Name)

12-17-50

ALL ASSETS

There is no specific equipment to be recorded at the time of the execution of the security agreement and/or financing statement. If there are any questions: Alan Hilton 347-6580 FNB In House Counsel

270791

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>
Eastern Medical, Inc.	THE FIRST NATIONAL BANK OF MARYLAND
(Name)	Attn: Gerard R. Mikulski
9015 Junction Drive Suite 3A	(Name of Loan Officer)
(Address)	P.O. Box 1596 Banc 101-560
Annapolis Junction, Maryland 20701	(Address)
	Baltimore, MD 21203

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

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

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
Eastern Medical, Inc. (Seal)	(Seal)
<i>William W. Wright</i> (Seal)	(Seal)
(Signature)	(Signature)
William W. Wright, President	(Print or Type Name)
(Print or Type Name)	

1150

520 358

270792

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) November 24, 1990

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Mark S. Gurman, D.D.S.	2151	Defense Highway,	Crofton,	Maryland

Name of Secured Party or assignee	No.	Street	City	State
D. Michael Brown, D.D.S.	1694	Justin Drive,	Gambrills,	Maryland

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

All assets of the Debtor located at 2151 Defense Highway, Crofton, Maryland, and all of the Debtor's accounts receivable, including all replacements of these items and the Lease Agreement for the premises 2151 Defense Highway, Crofton, Maryland, and all additions or alterations of said lease.

WILLONER, CALABRESE AND ROSEN
7100 BALTIMORE AVE. SUITE 400
COLLEGE PARK, MARYLAND 20740

RETURN TO:

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

CHECK THE LINES WHICH APPLY

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

Debtor(s) or assignor(s)

<u>Mark S. Gurman</u>	_____ (Seal)
Mark S. Gurman, D.D.S.	(Corporate, Trade or Firm Name)
(Type or print name under signature)	<u>D. Michael Brown</u> Signature of Secured Party or Assignee
	D. Michael Brown, D.D.S.
	(Owner, Partner or Officer and Title) (Signatures must be in ink)

11/50

BOOK 520 PAGE 359

STATE OF MARYLAND

270793

FINANCING STATEMENT FORM UCC-1

Identifying File No.

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

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

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

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

1. DEBTOR

Name Jewelmasters, Inc.

Address 777 South Flager Drive, Suite 1200, West Palm Beach, FL 33401

2. SECURED PARTY

Name Leach & Garner Metals, Inc., as Agent for itself and Mase Westpac Inc.

Address John L. Dietsch Square

Attleboro Falls, MA 02763

Person And Address To Whom Statement is To Be Returned If Different From Above James P. Kelly, Esq., Edwards & Angell

2700 Hospital Trust Tower, Providence, RI 02903

3. Maturity date of obligation (if any) _____

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

Certain consigned gold and gold products as more particularly described in Exhibit A attached hereto.

Name and address of Assignee

RECORDATION TAX NOT REQUIRED

JA

Filed with the Office of the Clerk of the Circuit Court of Ann Arundel County

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)

JEWELMASTERS, INC.

By [Signature] (Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

LEACH & GARNER METALS, INC., as Agent for itself and MASE WESTPAC INC.

By [Signature] (Signature of Secured Party)

Type or Print Above Signature on Above Line

11-50

520 380
EXHIBIT A

Debtor: Jewelmasters, Inc.
777 South Flagler Drive
Suite 1200
West Palm Beach, Florida 33401

Secured Parties: Leach & Garner Metals, Inc., as Agent
for itself and Mase Westpac Inc.
John L. Dietsch Square
P.O. Box 1227
Attleboro Falls, Massachusetts 02763

All gold bullion and the gold content of fabricated gold products, including sheet, wire, tubing and jewelry findings, delivered or in transit to or for the account of Debtor from either Secured Party, but not purchased and paid for in full, now held and from time to time hereafter delivered by Secured Parties to Debtor, including all substitutions, replacements, products and inventory in which any such gold is incorporated or into which any such gold is processed or converted, and all proceeds and products of all of the foregoing.

All gold bullion and the gold content of fabricated gold products which Debtor has delivered or may deliver in the future to either Secured Party, whether for purposes of storage, temporary custody, fabrication, refining or otherwise, and all proceeds and products of all of the foregoing.

Certain of such property may be located from time to time at the premises of:

Garfinckel's
Mongomery Mall
7115 Democracy Boulevard
Bethesda, MD 20034

Garfinckel's
Landover Mall
2245 Brightseat Road
Landover, MD 20785

Garfinckel's
300 Annapolis Mall
Annapolis, MD 21404

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.

1. DEBTOR(S) and Address(es): (Last Name First) AAA Fireplaces, Inc. 1650 Crofton Blvd. Crofton, Md. 21114	2. SECURED PARTY: THE ZAMOISKI CO. 3000 Waterview Ave. Baltimore, Md. 21230
--	---

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

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:

 AAA Fireplaces, Inc.
 (Type Name)

 THE ZAMOISKI CO.

By: James R. Kunkel (SEAL)

By: John Mulkey

James R. Kunkel

John Mulkey Vice Pres./ Treasurer

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

BOOK 520 PAGE 382

FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE
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 (to which other reasonable percentages 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 or by their terms subject to 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.

520 45333

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

1A Debtor Hartley Marine, Inc.	2A Secured Parties The CIT Group/Sales Financing, Inc.	3 Maturity Date if any None	Filing Officer (Date, time, number and filing office) JAN 03 11:03 AM '87
1B Mailing Address 111 W. Central Avenue Edgewater, MD 21037	2B Address of Secured Party from which security information obtainable 505 So. Main - Suite 1025 Orange, CA 92668		

4 This financing statement covers the following types of property:
 (i) All of the Debtor's present and hereafter acquired inventory, both new and used, and all equipment, accessories or replacement parts thereto and thereof,
 (ii) leases covering any of the foregoing, (iii) accounts and contract rights now or hereafter owing to the debtor, (iv) general intangibles, (v) all chattel paper whether now owned or hereafter acquired by the secured party from the debtor, and (vi) reserved and holdback payments and accounts now or hereafter owing to the debtor.

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional sheets attached

Filed with: SECRETARY OF STATE: **Anne Arundel** (Filed with other than Secretary of State, type name and location here)

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

Dated 11-10 87 By Robert Campbell *Signature of Secured Party* Not valid until signed

The CIT Group/Sales Financing, Inc. *Division MGR*

FILING OFFICER COPY ACKNOWLEDGMENT - Filing officer is requested to note the number, date and hour of filing on this copy and return it to the person filing, or an authorized agent.

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

L. 506 F. 466

520 112301

770797

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

1. XXXXXX (Last Name, First) and address(es)
Lessee
Willow Enterprises, Inc.
118 Roesler Road
Glen Burnie, MD. 21061

2. XXXXXXXXXXXX (Last Name, First) and address(es)
Lessor
FIRESTONE FINANCIAL CORP.
38 Glen Avenue
P O Box 789
Newton Centre, MA 02159

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

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

1 - Sharp Facsimile Machine S/N 5002988

Not Subject to Recordation Tax

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

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

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

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

Filed with:

Willow Enterprises, Inc.

FIRESTONE FINANCIAL CORP.

By:

[Signature]
Signature(s) of XXXXXX Lessee

By:

[Signature] V.P.
Signature(s) of XXXXXXXXXXXX Lessor

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

520 365

273798

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)

SAMPCO, INC.
221 N. LaSalle
Chicago, Illinois 60601

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

STANDARD CHARTERED BANK
33 West Monroe
Chicago, Illinois 60603

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

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, general intangibles, chattel paper and contract rights as more particularly described on Exhibit A attached hereto and made a part hereof.

NOT SUBJECT TO RECORDATION TAX

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

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

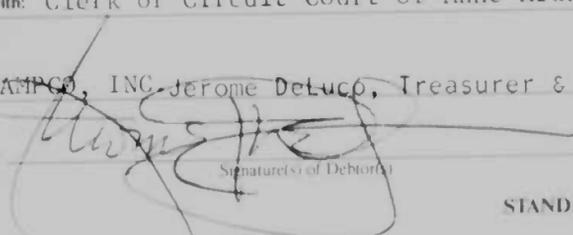
- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

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

No. of additional Sheets presented: 1

Filed with: Clerk of Circuit Court of Anne Arundel County, Maryland

SAMPCO, INC. Jerome DeLuco, Treasurer & Secretary

By  Signature(s) of Debtor(s)

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

STANDARD FORM - FORM UCC-1

1130

BOOK 520 PAGE 306

EXHIBIT A
TO
FINANCING STATEMENT

Debtor:

SAMPCO, INC.
221 N. LaSalle Street
Chicago, Illinois 60601

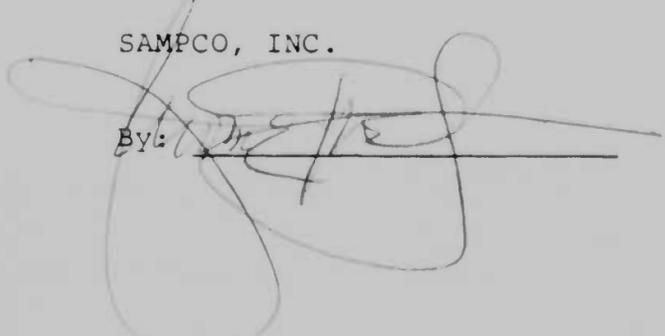
Secured Party:

STANDARD CHARTERED BANK
33 West Monroe
Chicago, Illinois 60603

Description of Collateral:

All of the following property, and interest in property, of Debtor, whether now owned or existing or hereafter acquired or arising and wheresoever located: all present and future accounts receivable, contract rights, chattel paper and general intangibles of Debtor, however now existing or hereafter created, whether arising from the sales, lease or other disposition of inventory or the rendition of services, or otherwise, and all returned or repossessed goods related thereto and all proceeds thereof and all inventory now owned or hereafter acquired, whether raw materials, work in process or finished goods, and all materials and supplies now owned or hereafter acquired and used or usable in connection with the importing, manufacturing, processing, servicing, packaging, shipping, storing or selling of any such inventory and all proceeds and products of any of the foregoing, such inventory including (but without limiting the generality of the foregoing) the following: poultry, poultry products, meat products (primarily canned beef and canned corned beef), wherever located, whether in transit or with warehousemen, whether covered by negotiable or other bills of lading and/or warehouse receipts.

SAMPCO, INC.

By: 

520 367

270799

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)

SAMPCO, INC.
221 N. LaSalle Street
Chicago, Illinois 60601

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

THE NORTHERN TRUST COMPANY
50 S. LaSalle Street
Chicago, Illinois 60675

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:

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

NOT SUBJECT TO RECORDATION TAX

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

JA

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.

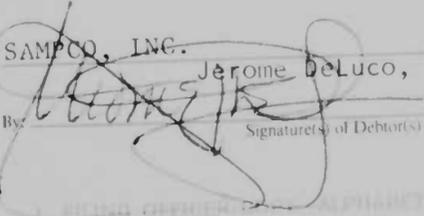
Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered.

No. of additional Sheets presented: 1

Filed with: Clerk of Circuit Court of Anne Arundel County, Maryland

SAMPCO, INC.

Jerome DeLuco, Treasurer & Secretary

By:  Signature(s) of Debtor(s)

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

STANDARD FORM - FORM UCC-1

1150

EXHIBIT A
TO
FINANCING STATEMENT

520 338

Debtor:

SAMPCO, INC.
221 N. LaSalle Street
Chicago, Illinois 60601

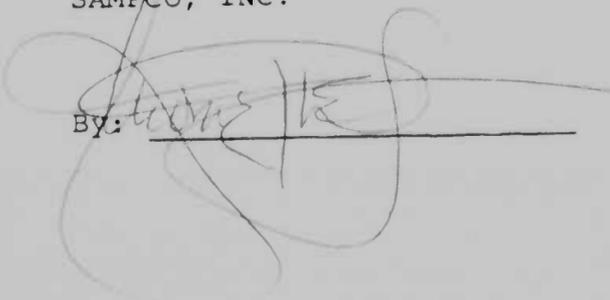
Secured Party:

THE NORTHERN TRUST COMPANY
50 South LaSalle Street
Chicago, Illinois 60675

Description of Collateral:

All of the following property, and interest in property, of Debtor, whether now owned or existing or hereafter acquired or arising and wheresoever located: all present and future accounts receivable, contract rights, chattel paper and general intangibles of Debtor, however now existing or hereafter created, whether arising from the sales, lease or other disposition of inventory or the rendition of services, or otherwise, and all returned or repossessed goods related thereto and all proceeds thereof and all inventory now owned or hereafter acquired, whether raw materials, work in process or finished goods, and all materials and supplies now owned or hereafter acquired and used or usable in connection with the importing, manufacturing, processing, servicing, packaging, shipping, storing or selling of any such inventory and all proceeds and products of any of the foregoing, such inventory including (but without limiting the generality of the foregoing) the following: poultry, poultry products, meat products (primarily canned beef and canned corned beef), wherever located, whether in transit or with warehousemen, whether covered by negotiable or other bills of lading and/or warehouse receipts.

SAMPCO, INC.

BY: 

270800

520 369

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

1. Debtor(s) Name(s) and Address(es):
 MARILYN K. GANTT
 68 LOWER PINDELL RD.
 LOTHIAN, MD. 20711
 PAGE G. HARRIS

2. Secured Party(ies) Name(s) and Address(es):
 MT. VERNON REALTY
 5484 SOUTHERN MARYLAND BLVD.
 LOTHIAN, MD. 20711

3. No. of Additional Sheets Provided: _____

4. Yes No The Debtor is a transmitting entity.

5. The Financing Statement covers the following types of property:
 1973 14241 Rooms
 65 X 12 PRINCESS

To include all furniture, fixtures, appliances and appurtenances therein and thereto, including but not limited to these items specified in the manufactures invoice and/or purchase agreement and/or retail security agreement.

6. Assignee(s) 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: _____

9. Name of a Record Date: _____

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

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 perfected by 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
 to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction.
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State.

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

MARILYN K. GANTT *Marilyn K. Gantt* Crescent Financial, Inc.
 PAGE G. HARRIS *Page G. Harris* By *Kinda Jaggar*
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)
 (1) Filing Office Copy Numerical 1250 (Required only if Item 10 is checked)

270801

520 370

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)

DATA SOLUTIONS INC
2666 RIVA ROAD
ANNAPOLIS, MD 21401

IBM CREDIT CORP
P.O. BOX 567
RYE, NY 10580

4. This financing statement covers the following types (or items) of property:
NOT SUBJECT TO RECORDATION TAX

SEE ATTACHED LEASE AGREEMENT FOR EQUIPMENT DESCRIPTION
AND DEBTOR SIGNATURE

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

730500-001 C

installed 10/23

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:

DATA SOLUTIONS INC

IBM CREDIT CORP

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

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

LEASE AGREEMENT - SYSTEM

HOME OFFICE USE ONLY

CUSTOMER NO. _____
CONTRACT NO. _____

The Lessor pursuant to this Lease Agreement (Agreement) will be (a) IBM Credit Corporation, or a subsidiary or affiliate thereof, or (b) a related business enterprise for whom IBM Credit Corporation is the agent (Lessor).

White-out will not be accepted.

DATE: 5/20/87 TIME: 3:11

TO BE COMPLETED BY LESSEE:

Name of Lessee: Data Solutions, Inc.	<input checked="" type="checkbox"/> I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT.
Address: 2666 Riva Road, Suite 200	<input type="checkbox"/> I WANT TO RENEVE THIS LEASE.
City: Annapolis	<input type="checkbox"/> I WANT TO PURCHASE THIS EQUIPMENT.
State: MD 21401	Name of Salesperson: System Sales
Name of Representative: Linda Verbeten, President	I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT.
Other: SAME AS ABOVE.	<input checked="" type="checkbox"/>
Name of Guarantor: _____	Name of Guarantor: _____
Address: _____	Address: _____
City: _____	City: _____
State: _____	State: _____

TO BE COMPLETED BY LESSEE AND GUARANTOR:

This lease, consisting of this lease and the REVERSE SIDE HEREOF, together with the entire agreement between Lessor and Lessee with respect to the use, possession and control of the equipment. No agreement, understanding or modification concerning the foregoing shall be binding on either of the parties hereto unless specifically set forth in this lease. The Lessee and Guarantor below, agrees to pay or otherwise perform all of Lessee's obligations under this lease as determined by Lessor. The Lessee will be responsible to Lessor until accepted below.

THE ABOVE AND THE REVERSE SIDE HEREOF ARE PART OF THIS AGREEMENT.

LESSEE: The Ultimate Corp. / Data Solutions, Inc.

TO: [Signature] / Linda S. Verbeten

TITLE: VP CFO / President

NAME: _____

DATE: _____

THIS IS A LEGAL DOCUMENT: All corrections require initialing by lessee, and white-out will not be accepted.

HOME OFFICE USE ONLY

ACCEPTED AT _____

BY _____ AUTHORIZED SIGNATURE

NAME _____ PRINT OR TYPE

DATE _____

LESSEE'S ACCEPTANCE CERTIFICATE TO IBM CREDIT CORPORATION:

I, signing this Certificate, hereby certify that all of the equipment and programs subject to this Agreement have been delivered, installed and accepted by the Lessee. They have been inspected, tested and are all in good working order and condition and are, in all respects, satisfactory to the Lessee. Consequently, the Lessee is obligated to pay the Remaneter and will pay to IBM Credit Corporation the amounts due under this lease and there will comply with all payments.

In the future, in the event the Lessee elects to purchase any equipment, if represented, we will continue to make our payments to the Lessor in the amount of \$12,217.00. We will look solely to the seller, manufacturer or licensor for satisfaction of all claims, covenants and warranties.

When licensed programs are included in the Product Schedule, terms in addition to those listed in the Product Schedule are included in the Lease, terms in addition to those listed in the Product Schedule, which do not supersede the terms and conditions of the applicable IBM license agreement. For all licensed programs listed in the Product Schedule, which do not supersede the terms and conditions of the applicable license agreement will apply.

We agree to authorize IBM Credit Corporation any Remaneter license information included in the Product Schedule. Additional license terms may be found in the Remaneter license agreement. The Lessor agrees to disregard any portions of the Remaneter license agreement that are inconsistent with this Lease Agreement.

X [Signature] / X [Signature] / 5/20/87



Credit Corporation

NORTHEAST
IBM Credit Corp.
Post Office Box 357
Monticore, NY 10543

CENTRAL
IBM Credit Corp.
Post Office Box 95022
Schmiedelburg, IL 60195

SOUTHEAST
IBM Credit Corp.
211 Perimeter Center
Suite 600
Atlanta, GA 30346

WEST
IBM Credit Corp.
Post Office Box 16561
Irvine, CA 92713

COMMERCIAL LEASE AGREEMENT

THIS IS A LEGAL DOCUMENT: All corrections require initialing by lessee, and INSTRUCTIONS FOR USING THE COMMERCIAL LEASE AGREEMENT

LESSEE:

- ▶ Complete all lessee sections (white)
- ▶ Include company financial statements for transactions over \$100,000
- ▶ Have an officer(s) of the company complete personal guarantor(s) section, if company is less than three years old (white)
- ▶ Return form to your sales representative

SALES REPRESENTATIVE:

- ▶ Complete sales representative section (blue)
- ▶ Call the Credit Department (1-800-537-2672) and obtain a Credit Authorization Number
- ▶ Mail the following information to IBM Credit Corporation, 1000 International Processing Center:
 1. Original signed Lease Agreement
 2. Invoice to IBM Credit Corporation for products (with purchase price of lease)
 3. Customer's check payable to IBM Credit Corporation for first payment
 4. Company financial statement for transactions over \$100,000

PRODUCT SCHEDULE

TO BE COMPLETED BY SALES REPRESENTATIVE:

HARDWARE	EQUIPMENT DESCRIPTION (INCLUDING MAKE, MODEL, SERIAL NO.(S) OR OTHER PERTINENT IDENTIFICATION) ATTACH ADDITIONAL PRODUCT INFORMATION IF NECESSARY	AMOUNT
▼ QUANTITY 1	9375-60 (Configuration attached and initialed) Exhibit A	\$151,266.00
	CLERK'S NOTATION Document submitted for record in a condition not permitting satisfactory photographic reproduction.	
SOFTWARE		included
▼ QUANTITY 1	Ultimate/370 Operating System	

REMARKETER PROGRAM LICENSE TO THE IBM CREDIT CORPORATION
(Complete if Remarketer licensed programs are included in the Product Schedule)

The Remarketer agrees to license to IBM Credit Corporation our licensed programs listed in the Product Schedule on the terms of the attached Remarketer license agreement. IBM Credit Corporation shall have a fully paid irrevocable license for sublicensing to the Lessee named herein, on whatever payment basis IBM Credit Corporation elects. The Remarketer agrees to disregard any provisions of the Remarketer license agreement that are inconsistent with this Lease Agreement.
We indemnify IBM Credit Corporation and hold them harmless from any claims of nonperformance of our licensed programs.

REMARKETER The Ultimate Corp.
BY [Signature] NAME 11/24/87
SIGNATURE AND DATE

TOTAL PRICE OF ITEMS PURCHASED \$151,266.00
MISCELLANEOUS CHARGES/CREDITS

NET COSTS \$151,266.00

SALES TAX ON PURCHASE (WHERE APPLICABLE)
OTHER MISCELLANEOUS CHARGE/CREDITS

PURCHASE PRICE LEASE BASED ON \$151,266.00

PURCHASE PRICE \$151,266.00	TERM (NO. MONTHS) 42	RENTAL PAYMENT (151,266 x .0338) 36 \$5,188.42	NO. RENTAL PAYMENTS MONTHLY <input checked="" type="checkbox"/> QUARTLY (NO. QUARTERS) <input type="checkbox"/>	USE/SALES TAX \$259.42	TAX EXEMPT NO. (IF APPLICABLE) --	TOTAL PAYMENT AMT \$5,447.84
▼ SELLING ORGANIZATION The Ultimate Corp.				▼ CODE 0040870		
▼ ADDRESS 717 Ridgedale Avenue, East Hanover, NJ 07936				▼ TELEPHONE NUMBER 201-887-9222		
▼ CREDIT AUTHORIZATION NO. CLA-077				▼ RENT COMMENCEMENT DATE		

SHC:dh
11/23/87

A:ET153007.FIS

373802

FINANCING STATEMENT

520 373

1. Name of Debtor: HI-TECH VENTURE LIMITED
PARTNERSHIP
Address: 7223 Parkway Drive
Hanover, Maryland 21076
2. Name of Secured Party: EQUITABLE BANK, NATIONAL
ASSOCIATION
Address: 100 South Charles Street
Baltimore, Maryland 21201
Attn: Real Estate Finance
Department

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

(a) The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the Mortgaged Property (as hereinafter defined), or used in connection with the present or future operation of the Mortgaged Property or any improvements thereon, and now owned or hereafter acquired by Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor. The term "Mortgaged Property" as used in this Financing Statement means that certain real property located in Anne Arundel County and Howard County, Maryland and more particularly described in a Deed of Trust, Assignment and Security Agreement dated November 25, 1987, from Debtor to Mark A. Merino and Joseph V. Prado, Trustees, which Deed of Trust, Assignment and Security Agreement was recorded or intended to be recorded among the Land Records of Anne Arundel County and Howard County, Maryland contemporaneously with the filing of this Financing Statement.

(b) All of the Debtor's right, title and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all leases executed by the Debtor, as lessor, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

(c) All of the Debtor's right, title, and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any

SHC:dh
11/23/87

520 PAGE 374

A:ET153007.FIS

and all contracts of sale executed by the Debtor, as seller, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

(d) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, Assignment and Security Agreement, including but not limited to, all rights to insurance and condemnation proceeds.

(e) All right, title and interest of the Debtor in and to the proceeds from the sale of a portion of the Mortgaged Property to Ford Aerospace and Communications Corporation, which proceeds are to be delivered to the Secured Party pursuant to the Loan Agreement of even date hereof between the Debtor and the Secured Party and any account into which such proceeds may be deposited, together with any interest thereon or other income therefrom.

4. Proceeds and products of the collateral are also covered.

5. The Debtor certifies that no recordation tax is due in connection with the filing of this Financing Statement.

Debtor:

HI-TECH VENTURE LIMITED PARTNERSHIP

By: Race Road Management
Limited Partnership,
General Partner

By: Parkway Industrial Center
Limited Partnership,
General Partner

By: [Signature] (SEAL)
Leslie Legum,
General Partner

By: Mears Corporation, General
Partner

By: [Signature] (SEAL)
Walter R. Stone,
Vice President

DATED: November 25, 1987

520-375

PARKWAY CENTER

Engineering Description

JOHN H. MEARS JR. PROPERTY

Lying and being in the First Election District of Howard County, Maryland.

BEGINNING for the same at a pipe heretofore placed at the end of the third or North $01^{\circ} 10'$ East, 2121.58 foot line of a Deed dated March 1, 1963 from Frankie Wilson & Sons, Inc. to John H. Mears, Jr. and recorded among the Land Records of Howard County in Liber W.H.H.No. 396, at folio 346, thence binding reversely on said line and on a continuation thereof (1) South $02^{\circ} 30' 51''$ East, 2158.52 feet, passing over another pipe heretofore placed, 36.91 feet from the end of said line to a point on the third or North 83° East, 1700 foot line of a Deed dated January 23, 1945 from Christian L. Smith and wife to The Arundel Corporation and recorded among the Land Records of Howard County in Liber No. 184, at folio 217, thence binding reversely on said third line, as now surveyed, (2) South $80^{\circ} 25' 08''$ West, 797.26 feet to a concrete monument found at the end of the third or North $37^{\circ} 50' 20''$ East, 376.19 foot line of the second parcel described in a Deed dated February 6, 1962 from Albert V. Williams and wife, to John H. Mears, Jr. and recorded among the Land Records of Howard County in Liber W.H.H. No. 395, at folio 549, thence binding reversely on said third line and on the second line of said Deed, as now surveyed, for the following two courses and distances, (3) South $33^{\circ} 40' 26''$ West, 376.59 feet; (4) North $63^{\circ} 57' 15''$ West, 1187.19 feet to the end of the second or South $55^{\circ} 42'$ East, 128.08 foot line of a Deed dated October 22, 1965 from John H. Mears, Jr. to The Baltimore And Ohio Railroad Company and recorded among the aforementioned Land Records in Liber W.H.H. No. 444, at folio 463; thence binding reversely on said second line and on the first line of said Deed, as now surveyed, for the following two courses and distances, (5) North $56^{\circ} 04' 15''$ West, 128.08 feet; (6) Northeasterly along a curve to the right, having a radius of 602.27 feet, for a distance of 810.75 feet, being subtended by a chord bearing and distance of North $17^{\circ} 30' 23''$ West, 750.90 feet to a point on the second or South $33^{\circ} 58' 10''$ West, 1447.81 foot line of the second parcel described in a Deed dated December 19, 1956 from Albert V. Williams and wife

Engineering Description
JOHN H. MEARS JR. PROPERTY
- Page 2 -

11/30/87

520 PMS 375

to Mears Aluminum Corporation and recorded among the aforementioned Land Records in Liber R.H.M. No. 292, at folio 95, thence binding reversely on a portion of said second line and on the first line thereof and continuing on the southeasterly right of way line of The Baltimore and Ohio Railroad as set forth in Part 4 of the land conveyed by John A. Ellicott, etal to The Baltimore and Ohio Railroad Company by Deed dated October 19, 1835 and recorded among the Land Records of Anne Arundel County in Liber W.S.G. No. 20, at folio 294, as now surveyed, for the following five courses and distances, (7) North $30^{\circ} 10' 10''$ East, 884.06 feet; (8) Northeasterly along a curve to the right, having a radius of 3901.34 feet, for a distance of 604.11 feet, being subtended by a chord bearing and distance of North $34^{\circ} 36' 20''$ East, 603.51 feet; (9) North $61^{\circ} 30' 44''$ East, 60.39 feet; (10) North $31^{\circ} 30' 44''$ East, 53.46 feet; (11) North $40^{\circ} 00' 44''$ East, 23.21 feet; thence leaving said Railroad and binding reversely, for the following two courses and distances, on the twenty third and twenty second line, as now surveyed, of the Fourteenth tract described in a Deed from Contee Resources, Inc. to Percontee, Inc. dated May 24, 1978 and recorded among the Land Records of Howard County in Liber C.M.P. 883, at folio 524, (9) South $56^{\circ} 34' 48''$ East, 687.11 feet to a pipe found; (10) North $69^{\circ} 16' 12''$ East, 900.88 feet to the point of BEGINNING.

Containing 105.7582 acres of land, more or less.

Being the same lot of ground which by Deed dated October 31, 1986 and recorded among the Land Records of Howard County in Liber No. 1565, folio 469 was granted and conveyed by John H. Mears, Jr. unto Hi-Tech Venture Limited Partnership.

November 4, 1986

THE ARUNDEL CORPORATION
Engineering Description
DORSEY PROPERTY

520 377

Two pieces or parcels of land lying and being partly in the Fifth Election District of Anne Arundel County and partly in the First Election District of Howard County, State of Maryland.

BEGINNING for the first at a monument found at the end of the second or North $37^{\circ}30'$ East, 627 foot line of a Deed dated January 23, 1945 from Christian L. Smith, et ux, to The Arundel Corporation and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 323, at folio 373 and among the Land Records of Howard County in Liber B.M. Jr. No. 184, at folio 217; thence binding on the third and fourth lines of said Deed, as now surveyed, for the following two courses and distances; (1) North $80^{\circ}25'08''$ East, 1703.28 feet; (2) South $51^{\circ}28'44''$ East, 96.08 feet to a point in or near the center of Deep Run Creek; thence binding in or near the center of said Deep Run Creek for the following seven courses and distances, (3) South $12^{\circ}39'36''$ West, 65.94 feet; (4) South $59^{\circ}12'56''$ West, 136.95 feet; (5) South $85^{\circ}04'46''$ West, 55.66 feet; (6) South $63^{\circ}11'46''$ West, 73.72 feet; (7) South $44^{\circ}24'54''$ West, 359.13 feet; (8) South $01^{\circ}-02'34''$ East, 79.46 feet; (9) South $44^{\circ}21'26''$ West, 19.72 feet; thence leaving said Deep Run Creek and binding on the South 56° East, 260 foot line of said Deed, as now surveyed, (10) South $60^{\circ}37'34''$ East, 256.31 feet to an iron pipe found on the westerly side of Race Road, 30 feet wide, thence binding thereon, as now surveyed, (11) South $33^{\circ}45'06''$ West, 973.45 feet to a point on the fifth or South $55^{\circ}42'$ East, 648.36 foot line of a Deed from The Arundel Corporation to The Baltimore and Ohio Railroad Company, dated September 20, 1965 and recorded among the Land Records of Anne Arundel County in Liber No. 1920, at folio 76 and among the Land Records of Howard County in Liber W.H.H. No. 442, at folio 673; thence binding reversely on the fifth through the second lines of said Deed and on a portion of the aforementioned second line of the first mentioned Deed, as now surveyed, for the following four courses and distances, (12) North $55^{\circ}52'12''$ West, 646.93 feet; (13) North $59^{\circ}41'03''$ West, 601.33 feet; (14) North $55^{\circ}52'12''$ West, 202.75 feet; (15) North $33^{\circ}40'26''$ East; 545.16 feet to the point of BEGINNING.

Containing 36.1632 acres of land, more or less.

November 4, 1986

BEGINNING for the second at the end of the thirteenth or North $36^{\circ}47'05''$ West, 147.76 foot line of a Deed from The Arundel Corporation to The Baltimore and Ohio Railroad Company, dated September 20, 1965 and recorded among the Land Records of Anne Arundel County in Liber No. 1920, at folio 76 and among the Land Records of Howard County in Liber W.H.H. No. 442, at folio 673, thence binding reversely on the thirteenth through the ninth line thereof and on a portion of the eighth line thereof, as now surveyed, for the following six courses and distances, (1) South $36^{\circ}50'54''$ East, 148.48 feet; (2) South $55^{\circ}52'12''$ East, 1108.18 feet; (3) North $34^{\circ}07'48''$ East, 15.00 feet; (4) South $55^{\circ}52'12''$ East, 400.00 feet; (5) South $52^{\circ}03'21''$ East, 601.33 feet; (6) South $55^{\circ}52'12''$ East, 648.21 feet to a point on the westerly side of Race Road, 30 feet wide, thence binding thereon, as now surveyed, (7) South $30^{\circ}08'56''$ West, 245.35 feet to a point on the third or North $51^{\circ}45'$ West, 393 foot line of the second parcel described in a Deed from Clarence P. Reimsnider and Gertrude J. Reimsnider, his wife, to The Arundel Corporation, dated January 23, 1945 and recorded among the Land Records of Howard County in Liber No. 184, at folio 215, thence binding on the third through the sixth lines of said second parcel, as now surveyed, for the following four courses and distances; (8) North $56^{\circ}42'06''$ West, 379.88 feet to an iron pipe found; (9) South $79^{\circ}33'08''$ West, 206.09 feet to an iron pipe found; (10) North $62^{\circ}41'52''$ West, 314.00 feet; (11) North $89^{\circ}56'52''$ West 250.00 feet to a point in or near the center of Deep Run Creek; thence running in or near the center of Deep Run Creek as now surveyed, for the following nine courses and distances, (12) South $31^{\circ}17'45''$ West, 52.51 feet; (13) South $54^{\circ}41'30''$ West, 44.00 feet; (14) North $62^{\circ}33'28''$ West, 130.92 feet; (15) South $35^{\circ}17'27''$ West, 76.47 feet; (16) South $82^{\circ}35'29''$ West, 164.81 feet; (17) South $71^{\circ}07'44''$ West, 66.61 feet; (18) North $68^{\circ}06'58''$ West, 108.13 feet; (19) North $51^{\circ}56'06''$ West. 51.05 feet; (20) South $87^{\circ}56'58''$ West, 143.45 feet to a point on the fourth or South 32° West, 6 perch line of a Deed from Hans Buettner and Wilhelmina Buettner, his wife, to The Arundel Corporation, dated December 8, 1944 and recorded among the Land Records of Howard County in Liber B.M. Jr. No. 183, at folio 373, thence binding on the fourth through the ninth lines thereof, as now surveyed, for the following six courses and distances; (21) South $26^{\circ}40'23''$ West, 83.64 feet; (2) North $41^{\circ}49'36''$ West, 330.00 feet; (23) North $84^{\circ}49'36''$ West, 330.00 feet; (24) North $58^{\circ}49'36''$ West, 272.25 feet; (25) North $68^{\circ}49'36''$ West, 198.00 feet; (26) North $55^{\circ}19'36''$ West, 537.49 feet to a point on the southeasterly limit of The Baltimore and Ohio Railroad; thence binding thereon, as now surveyed, (27)

November 4, 1986

North 26°58'54" East, 136.58 feet to an iron pipe found at the end of the second or South 36°31'30" West, 508.03 foot line of a Deed from Walter S. Sonne and Ester H. Sonne, his wife, to Ruth Engineering Co., Inc. dated October 6, 1960 and recorded among the Land Records of Howard County in Liber No. 360, at folio 53; thence binding on the third and fourth lines of said Deed, as now surveyed, for the following two courses and distances; (28) South 75°51'08" East, 392.65 feet to an iron pipe found; (29) North 38°24'17" East, 420.28 feet to a point on the sixth or South 54°12' East, 455.85 foot line of a Deed from Claude L. Scott and Beatrice L. Scott, his wife, to Maurice Meadows and Alta J. Meadows, his wife, dated December 4, 1951 and recorded among the Land Records of Howard County in Liber 232, at folio 108; thence binding on the sixth and first through the third lines thereof, as now surveyed, for the following four courses and distances; (30) South 63°44'26" East, 45.85 feet; (31) North 79°00'34" East, 173.25 feet; (32) North 26°00'34" East, 123.75 feet; (33) North 64°34'06" West, 169.55 feet to an iron pipe found at the end of the second or South 31° West, 401.50 foot line of a Deed from James S. Gosnell, Jr. to Eugene A. Perrey, dated March 15, 1910 and recorded among the Land Records of Howard County in Liber 88, at folio 634; thence binding reversely thereon, as now surveyed, (34) North 26°28'17" East, 402.50 feet to the point of BEGINNING.

Containing 55.1197 acres of land, more or less.

BEING the same lots of ground which by Deeds dated October 31, 1986 and recorded respectively among the Land Records of Anne Arundel and Howard Counties in Liber No. 4186, folio 600 and Liber No. 1565, folio 472 were granted and conveyed by The Arundel Corporation unto Hi-Tech Venture Limited Partnership.

C:MN242405.FIS
3740:B
11/27/87

BOOK 520 PAGE 380

272807

FINANCING STATEMENT

1. Name of Debtor: HOLM PARTNERSHIP
Address: c/o F. A. Davis
1111 South Paca Street
Baltimore, Maryland 21230
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 November 30, 1987 from Debtor to Joseph A. Hulseberg 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.

ATLANTIC TITLE COMPANY
36 South Charles Street
2301 Charles Center
Baltimore, MD 21201

17

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BOOK 520 PAGE 381

4. Proceeds and products of all collateral are covered.
5. Recordation tax on the principal sum of \$700,000 has been paid to the Clerk of the Circuit Court of Anne Arundel County upon recording of the Deed of Trust.

Debtor:

HOLM PARTNERSHIP

By: *Louis V. Manzo*
Louis V. Manzo, Partner

Secured Party:

MARYLAND NATIONAL BANK

By: *Elizabeth A. Doetzer*
Name: Elizabeth A. Doetzer
Title: Mortgage Loan Representative

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: Mabeth W. Hudson, Esquire

AMERICAN TITLE COMPANY
20 South Charles Street
901 Charles Center
Baltimore, MD 21201

PLEASE RECORD AS FOLLOWS:

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

PROPERTY DESCRIPTION

EXHIBIT 520 TAB 392
807A

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

BEING KNOWN AND DESIGNATED as Lots 69, 69A, 70 and 71, Section T, as shown on a Plat of Severna Park, recorded in Plat Book 12, Folio 26, and being more fully described as follows:

BEGINNING for the same at an iron pipe found on the East side of Baltimore-Annapolis Boulevard at the West end of the division line between Lots 69 and 68, Section T, as shown on the Plat of Severna Park recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 12, at Page 20, being also the end of the Second or South 13 degrees 45 minutes East 167.85 feet line of that parcel of land which by deed dated March 1, 1976 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2836, at Folio 699, was granted and conveyed by the Dixon Holding Company to Central Savings Bank and running thence with and binding reversely on part of said line along the East side of Baltimore-Annapolis Boulevard as aforesaid, and running with the West end of Lots 69, 69A, 70 and part of 71, as shown on the aforementioned plat, with meridian established by Magnetic - 1983,

(1) North 10 degrees 28 minutes 50 seconds West 160.59 feet to the end of the Third or South 48 degrees 47 minutes West 189.96 feet line of that parcel of land which by Deed dated April 14, 1976 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2926, at Folio 587 was granted and conveyed by Central Savings Bank, et al to Anne Arundel County, Maryland for the purpose of widening of McKinsey Road, thence running reversely with and binding on said line as now corrected by survey,

(2) / North 48° 47' West 189.96 feet (heretofore erroneously cited as North 58 degrees 14 minutes 54 seconds East 186.42 feet) thence leaving McKinsey Road as now widened and running reversely with part of Fourth line of that parcel of land described in the deed Firstly mentioned above, being the East end of part of Lot 71 and all of Lots 70, 69A and 69 along the West side of Summit Avenue as shown on the aforementioned Plat of Severna Park,

(3) South 25 degrees 24 minutes 22 seconds East 175.78 feet to an iron pipe found at the East end of the division line between Lots 69 and 68 as shown on the aforementioned Plat, thence running with and binding on said division line, and running reversely with and binding on the Third line of the parcel of land described in the deed Firstly mentioned above,

(4) South 64 degrees 35 minutes 38 seconds West 226.65 feet to the place of beginning, containing 33,869 square feet or 0.775 acres of land, more or less. Saving and Excepting Therefrom:

So much of said property as conveyed to Anne Arundel County, Maryland by Deed dated April 14, 1976 from Central Savings Bank, et al, as recorded among the Land Records of Anne Arundel County in Liber 2926, Folio 587.

STATE OF MARYLAND

BOOK 520 PAGE 383

FINANCING STATEMENT FORM 800-1

Identifying File No. 270807

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Conner Home Sales Corporation
Address P.O. Box 520, Highway 70 & Roberts Road, Newport, NC 28570

2. SECURED PARTY

Name Nationwide Shelter Acceptance Corporation
Address 7 North Laurens Street, Suite 1014
P.O. Box 3426, Greenville, NC 29602
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

REFERENCE EXHIBIT A ATTACHED

First Manufactured Housing Credit Corp.
6704 Curtis Court, Baymenadow Indst.Pk.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

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

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

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

John M. Swecker
(Signature of Debtor)

John M. Swecker
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Susan Y. King, Vice President
(Signature of Secured Party)

Susan Y. King
Type or Print Above Signature on Above Line

11.50

BOOK 520 PAGE 384

EXHIBIT A

Debtor: Conner Home Sales Corporation

Secured Party: Nationwide Shelter Acceptance Corporation

Assignee: First Manufactured Housing Credit Corporation

Conner hereby grants to Nationwide Shelter Acceptance Corporation and/or its assigns a security interest in the loss reserve and shall be for any and all indebtedness, liability, and obligation of the Conner Home Sales Corporation to Nationwide Shelter Acceptance Corporation and/or its assigns hereafter arising, and all amendments, extensions and renewals of any said indebtedness.

The word Reserve refers to funds, or in any cash and noncash proceeds from it, including proceeds from any interest earned on the Reserve, deposited into account number 2543-200 with First Manufactured Housing Credit Corporation, 6704 Curtis Court, Baymeadow Industrial Park, Glen Burnie, Maryland 21061.

BOOK 520 PAGE 385

Anne Arundel County

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 240433 recorded in Liber 466, Folio 285 on October 20, 1983 (date)

1 DEBTOR(S)
 Name(s) 330 Corporation
 Address(es) 305 E. Furnace Branch Road
Glen Burnie, Maryland 21061

2 SECURED PARTY
 Name Equitable Bank, National Association
 Address 100 S. Charles Street
Baltimore, Maryland 21201

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 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
#105000 C137 R02 T11:26
12/03/87

9 DEBTOR

SECURED PARTY:
EQUITABLE BANK, National Association
By [Signature]
Hubert G. Scrivener
Corporate Banking Officer
(Type Name and Title)

Please return to: James C. Praley
P.O. Box 1330
Glen Burnie, MD
21061

File # 199028 AS

BOOK 520 FILE 388

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

Roll No. 513 Page No. 248
Identification No. _____ Dated _____

1. Debtor(s) { W, F, UTZ CONSTRUCTION COMPANY, INC.
Name or Names—Print or Type
1511 Ritchie Highway, Suite 105, Arnold, Maryland 21012
Address—Street No., City - County State Zip Code

2. Secured Party { HOME FEDERAL SAVINGS BANK
Name or Names—Print or Type
P.O. Box 1179 Hagerstown, Maryland 21741
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 checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Legal Description</p>

BEING KNOWN AND DESIGNATED AS Lot 3 as shown on the Plat entitled, "Whites Cove Plat 3", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 104, folio 18. Being in the 3rd District of Anne Arundel County.

Dated: November 13, 1987
HOME FEDERAL SAVINGS BANK
Name of Secured Party
Jacqueline M. Gaver
Signature of Secured Party
JACQUELINE M. GAVER, V.P.
Type or Print (Include Title if Company)

Luca Bros. Form T-1

10-8

Return to:
MONUMENTAL TITLE DIVISION
COMMONWEALTH LAND TITLE INS. CO.
P. O. BOX 1049
SEVERNA PARK, MARYLAND 21146

270805

FINANCING STATEMENT

520 387

NOT SUBJECT TO
RECORDATION TAX

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

1. NAME AND ADDRESS
OF DEBTOR:

Chrisland Corporation
10645 Railroad Square
Suite 300
Fairfax, Virginia 22030

2. NAME AND ADDRESS
OF SECURED PARTY:

Dominion Bank of Northern Virginia,
National Association
8150 Leesburg Pike
Vienna, Virginia 22180

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

(a) All leases, sales contracts, tenant contracts and rental agreements and other contracts, licenses and permits now or hereafter affecting the land or improvements located thereon in Anne Arundel County, Maryland as described in Exhibit A attached hereto.

(b) All rents, issues and profits issuing under the aforesaid leases, sales contracts, tenant contracts and rental agreements and the aforesaid other contracts, licenses and permits, together with any rents, issues, cash or security deposits arising from the use or occupancy of the aforesaid land or buildings.

(c) All apparatus, buildings, building materials, capital equipment, appliances and fixtures now or hereafter erected or placed in or upon said land or any improvements thereon or now or hereafter attached to or used in connection with said land or any improvements thereon, and all additions thereto and all replacements thereof, whether or not the same have or would become part of said land by attachment thereto, including without limiting the generality of the foregoing, all furnaces, heaters, gas and electric light fixtures, refrigerating, ventilating, incinerating, garbage disposal, air conditioning apparatus and equipment, screens, screen doors, awnings, blinds, carpets, floor coverings, furniture, furnishings, gas and oil tanks and equipment, pipes, wires and plumbing, excluding any of the aforementioned owned or leased from third parties by tenants, and also all shrubbery or plants now or hereafter located on said land or improvements, all of which shall to the extent permitted by law be considered as annexed to or forming a part of said land.

(d) All monies and proceeds derived from sale of real property, apparatus, chattels, fixtures, buildings, structures, improvements or leases, tenant contracts, rental agreements,

13 1/2

RECORDS FEE 13.00
POSTAGE .50
#105760 C055 R02 T15:27
12/03/87
JA

contracts, licenses, permits, rents, issues and profits, including all rents, refunds, rebates, tenant reimbursements, condemnation awards and proceeds of the sale of, insurance on or other borrowings secured in whole or in part by any of said property, apparatus, chattels, fixtures, buildings, structures, improvements or leases, sales contracts, tenant contracts, rental agreements, contracts, licenses, permits, rents, issues and profits.

(e) The interest of the Borrower in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Property or any part thereof.

4. The Deed of Trust and Security Agreement pursuant to which this Financing Statement is given is a Deed of Trust dated the ___ day of December, 1987, from the Debtor to Daniel L. Bragg and Alvin L. Gunther Trustees, recorded among the Land Records of Anne Arundel County, Maryland, contemporaneously herewith and is additional security for the indebtedness therein described. The Secured Party or its assignee shall have, in addition to all the rights and remedies granted in said Deed of Trust, all the rights and remedies provided under the Uniform Commercial Code of the State of Maryland, or any other applicable law. All of said rights are cumulative and may be exercised either concurrently or independently and in such order as the Secured Party or its assignee shall determine.

5. All property covered hereby shall be subject to all of the terms of said Deed of Trust and, in the event of foreclosure, may be sold together with the real estate at such foreclosure sale. Debtor shall have the right to substitute articles of equal or greater value for any of those covered herein provided such replacements are free of any outstanding ownership interest, Financing Statement or other encumbrance.

6. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party under and pursuant to the Deed of Trust of even date herewith and under and pursuant to the Loan Agreement Amendment Number Two of even date herewith between the Secured Party and the Debtor (the "Agreement") as security for a loan made by the Secured Party to the Debtor under and pursuant to the Loan Agreement.

Debtor:

Chrisland Corporation

By

Paul A. Cuticchia
President

Date: December 3rd, 1987

Secured Party:

Dominion Bank of Northern Virginia, National Association

By

EXHIBIT A

TO FINANCING STATEMENT

ROW 520 PAGE 380

All those lots or parcels of ground situate, lying and being in the Second Taxing District of Anne Arundel County, State of Maryland, and described as follows:

Lots numbered 3, 4, 5, 6, 7, 8, 9, 10, 30A, 31, 32 and 33 as shown on a Plat entitled "Plat Two, Section Two, ANNAPOLIS COVE," as per plat of the same recorded among the Plat records of Anne Arundel County in Plat Book 97, pages 32 and 33.

a:chris.fin

STATE OF MARYLAND

BOOK 520 W/390 270806

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261233

RECORDED IN LIBER 496 FOLIO 567 ON 4/10/86 (DATE)

1. DEBTOR

Name Hutzler Brothers Company
Address 200 North Howard Street, Baltimore, MD 21201

2. SECURED PARTY

Name Westinghouse Credit Corporation
Address 2000 Oxford Drive, Suite 202
Bethel Park, PA 15102

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

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Amendment/Address Change</p>
	<p>This Amendment shall reflect the change in location of Hutzler Brothers Company's headquarters office. The new address is as follows:</p> <p>One East Joppa Road Towson, MD 21204</p>	

To be filed in Anne Arundel County with the Clerk of Circuit Courts.

David C. Forell
(Signature of Debtor)

David C. Forell
(Type or print name under signature)

Dated 11/12/87

Brad A. Farner
(Signature of Secured Party)

Brad A. Farner
Type or Print Above Name on Above Line

STATE OF MARYLAND

520 391

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264806

RECORDED IN LIBER 505 FOLIO 196 ON 11/24/86 (DATE)

1. DEBTOR

Name Hutzler Brothers Company
Address 200 North Howard Street, Baltimore, MD 21201

2. SECURED PARTY

Name Westinghouse Credit Corporation
Address 2000 Oxford Drive, Suite 202
Bethel Park, PA 15102

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>Amendment/Address Change</p>

This Amendment shall reflect the change in location of Hutzler Brothers Company's headquarters office. The new address is as follows:

One East Joppa Road
Towson, MD 21204

To be filed in Anne Arundel County with the Clerk of Circuit Courts.

David C. Farrell
(Signature of Debtor)

David C. Farrell
(Type or print name under signature)

Dated 11/12/87

Brad A. Farner
(Signature of Secured Party)

Brad A. Farner
Type or Print Above Name on Above Line

FINANCING STATEMENT

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

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 THREE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$325,000.00), or so much thereof as may be advanced to which instrument all required documentary stamps have been affixed.

1. NAME AND ADDRESS OF DEBTOR:

THOMAS MOTOR TOURS, INC.
5047 Solomons Island Road
Lothian, Maryland 20711

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. All buses, equipment, fixtures and furniture now owned or hereafter acquired by the Debtor, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection therewith, now or hereafter installed thereon or affixed thereto.

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

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

4. The above-described goods, property, interests and rights are located at or affixed to or relate to the property and improvements now or hereafter existing thereon, all as more fully described on Exhibit A attached hereto and incorporated by reference herein.

Dated: December 2, 1987

DEBTORS:
THOMAS MOTOR TOURS, INC.

BY Norman C. Thomas, Pres.
Norman C. Thomas, President

SECURED PARTY:
FARMERS NATIONAL BANK OF MARYLAND

BY Ross J. Selby
Ross J. Selby, Vice President

AFTER RECORDATION, return to:

Pat Weiss
MANIS, WILKINSON, SNIDER & GOLDSBOROUGH, CHARTERED
23 West Street, Post Office Box 1911
Annapolis, Maryland 21404-1911

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P. O. BOX 1911
ANNAPOLIS, MD 21404
(301) 263-8655

EXHIBIT "A"

PARCEL NO. 1:

BEGINNING at a pipe found marking the northeast most corner of the conveyance from Douglas F. Lyons, Trustee, to Richard G. Thomas, recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1546, folio 32, said point being on the south right-of-way line of Maryland Route 2; then run with same to intersect the southernmost boundary of the 0.153 acre conveyance to Elizabeth G. Robinson, et al., by Deed recorded among the aforesaid Land Records in Liber W.G.L. 2810, folio 135; then run with said boundary South 78° 39' 35" East 87.42 feet to a pipe found at the southeast most corner of said conveyance; then leave same and run with the easternmost outline of the one acre conveyance to William Owens by Deed dated 24 September, 1890, and recorded among the aforesaid Land Records in Liber S.H. 37, folio 541; and running with an old fence ridge South 09° 05' 25" West 408.86 feet to a pipe set; then run North 81° 16' 14" West 83.44 feet to a point in the east outline of the above mentioned conveyance to Thomas; then run with said outline and the easternmost edge of a 10 foot wide dirt lane, North 07° 59' 00" East 408.31 feet to the place of beginning. Containing 0.824 acres of land.

BEING the same property which by Deed dated February 23, 1973 and recorded among the Land Records of Anne Arundel County in Liber 2564, folio 769, was granted and conveyed unto THOMAS MOTOR TOURS, INC. by RICHARD G. THOMAS and JOSEPHINE V. THOMAS, his wife.

PARCEL NO. 2:

BEGINNING for the same at a stone in the northwest corner of Jeremiah B. Swann's lot and running with said Lot South 80° 30' East 9 1/8 pchs. to a stone the corner boundary of Stephen Johnson's lot; thence leaving the lot of Jeremiah B. Swann and running with the Lot of Stephen Johnson North 5° 30' East 21 4/5 pchs. to a post; thence leaving the lot of Stephen Johnson and running South 87° West 11 4/5 pchs to a post planted in the dividing line between the lands of Mr. Hedrick; thence running with and binding on the lands of Mr. Hedrick South 18° 45' East 1 1/2 pchs to a post near a walnut tree stump; thence South 1° 45' East 15 1/6 pchs. to a post; thence South 5° 45' West 2 7/8 pchs to a stone the place of beginning. Containing 1 acre, 46 4/10 pchs., more or less.

BEING the same property which by Deed dated August 11, 1971 and recorded among the Land Records of Anne Arundel County in Liber MSB 2430, folio 50, was granted and conveyed unto THOMAS MOTOR TOURS, INC. by NETTIE MAY FORD.

Acc. #103-69-0978-686613

270811

ANNE ARUNDEL COUNTY

520 394

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>Ready To Finish Furniture, Inc. 2209 Cloverleaf Drive Pillarsville, Maryland 21108</p>	<p>2 SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: _____</p> <p style="text-align: right;">Return to Secured Party <i>J. M. HITCH</i></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 The Following Computer Equipment: IBS TURBO AT 620MB, S238 20 MB HD, FUJITSU 1.2MB 5D, FUJITSU 360KB 5D, WD Controller WA2, Thompson color mon., Display adapter w/parallel, PANASONIC 10911, parallel cable.

4 Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5 This transaction (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 2,000.00

DEBTOR:
Ready To Finish Furniture, Inc.
(Type Name)
By: *Allan H. Schwartz* Pres.
Allan H. Schwartz
By: _____

SECURED PARTY:
SIGNET BANK/MARYLAND
By: *Keith M. Tokes*
Keith M. Tokes
(Type Name)
November 13, 19 97
(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.

Stamp 14.00
Record 11.00
Postage 25.00
50
425.50

270812

520 395

This FINANCIAL STATEMENT is prepared in a filing office to comply with the Uniform Commercial Code.

1. Debtor(s) (Last Name First and Address(es))
 Many Happy Returns, Inc.
 112 Second Avenue S.W.
 Glen Bernie, MD 21061

2. Secured Party(ies) Name(s) and Address(es)
 Diamond Acceptance Corporation
 Apple Hill, Suite 205
 Natick MA 01760

3. The Debtor is a transmitting entity.

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

Lease # 1257L470

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

1 Everex Model 1800 Computer Ser # BN32920
 with internal Modem
 1 Amdex Model 600 Color Monitor Ser # 17G006626
 1 Everex Key Board Ser # 2186002XX
 1 Epson Fx Printer # 06016640 Hewlett-Packard
 Laserjet Pr. Ser # FG066649

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

7. The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The 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 entered in the Real Estate Records.

9. Name of a Record Owner

Recordation tax is not applicable as this transaction is a true lease

10. This statement is filed without the Debtor's signature to perfect a security interest in collateral which: appropriate law: 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: Consignor(s) and Consignor(s), or Lessor(s) and Lessor(s)

Many Happy Returns, Inc. Diamond Acceptance Corporation

[Signature] Blinn A. Salisbury, Jr. *[Signature]*

(1) Filing Office Copy - Numerical

STANDARD FORM - (FORM 100) - Approved by Secretary of Commonwealth of Pennsylvania

November 30, 1987

TO BE
 NOT TO BE

RECORDED IN
 LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF
 \$ _____

FINANCING STATEMENT

1. Debtor(s):

SHIRLEY'S PUB, INC.
 Name or Names—Print or Type

7703 Baltimore-Annapolis Blvd., Glen Burnie, MD. 21061 (AA)
 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:

BOB'S NORTH INN, INC. and R. Celeste Michael
 Name or Names—Print or Type

24 Johnson Rd. Pasadena, MD. 21122
 Address—Street No., City - County State Zip Code

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

See Attached Exhibit "A"

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

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

 Signature of Debtor)

Shirley's Pub, Inc.
 Type or Print

by: Shirley Furlong (SEAL)
 (Signature of Debtor)
 Shirley Furlong, Pres.
 Type or Print

R. Celeste Michael
 R. Celeste Michael
 Bob's North Inn, Inc.
 (Company, if applicable)

by: R. Celeste Michael (SEAL)
 (Signature of Secured Party)
 R. Celeste Michael, Vice-Pres.
 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 Theodore Losin, 600 Court Square Bldg., Baltimore, MD. 21202

Loas Bros. Form F-1

1050

EXHIBIT A

1. Furniture and Equipment. All of Debtor's furniture, equipment, and supplies (including all present and future additions, attachments, accessions, substitutions, and replacements), used in or related to the Business (as defined below), including, but not limited to, that which is described in the schedule attached hereto and any separate schedule at any time delivered by Debtor to Creditors, and all proceeds thereof in any form whatsoever;
2. Inventory. All of the inventory of the Debtor of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in progress or finished goods, all materials usable or used or consumed in Debtor's business, and all present and future substitutions thereof and additions thereto and all proceeds and products thereof in any form whatsoever; and
3. Accounts Receivable. All of Debtor's present and future accounts receivable, leases, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages, and returned, repurchased, and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of, the foregoing in any form whatsoever.
4. Liquor License. Debtor's liquor license for the business.
5. Business. The bar, restaurant and carry-out located at 7703 Baltimore-Annapolis Blvd., Glen Burnie, Maryland (Anne Arundel County).

EXHIBIT A

ADDITIONS TO BAR AREA

Bar Room Area

- L shaped bar - approx. 46 ft.
- 21 stools
- 5 tables - 30x30
- 20 chairs
- Commercial Space Gard - Smoke Eater - removes smoke from area
- Air Conditioner - Commercial Air Handler
- Microwave Oven - (Montgomery Wards)
- Television - (Sears)
- Walk-in refrigerator - stores case of beer-6 pks., soda, etc.
- 2 Mug boxes - keeps beer mugs frosted
- Beer Cooler - large - 6 ft. 8 in.
- Beer Cooler - small - 4 ft.
- Cash Register - Casio
- Regulation Pool Table
- Cigarette Machine - Crown Series 222
- Small Hot Dog Machine
- Misc. shelves
- Shelves containing the Package Goods

- Dart Board
- Track Lights
- Metal Table
- Metal Shelf
- 30 Wooden Stools on Order
- 2 Doz. Ash Trays
- Beer Can Collection
- Floor Fan
- Large Bell

Back Room

- Large Walk-in Box - for Beer Kegs, sodas. Also contains the draft system for draft beer.
- Ice Machine for making ice cubes - (Kold Draft)
- 1 Upright Freezer - storing frozen pizzas
- 1 Refrigerator
- 4 Locker Units
- Large Storage Shelves
- 2 Metal Storage Shelves
- Wall Cabinets
- Large window exhaust fan

ADDITIONS TO BACK ROOM

- Coffee Pot
- Heating Plate
- Small Table and Chair
- 5 Cases of Glasses
- Misc. Plastic Spoons & Forks
- Large Compressor
- Large Floor Waxer
- 9 Glass Pitchers

Office

- Large wooden desk
- Swivel Chair
- Adding Machine (Texas Instrument)
- Large Safe (York Safe & Lock Co.)
- Large four drawer file cabinet
- Numerous Shelves (actually wall to wall shelves)

ADDITIONS TO OFFICE

- Fester
- Desk Light

Also a new furnace (Gas)

BACK BACK ROOM

4 Brooms
 6 Mops
 2 Metal Scrub Buckets
 Vacuum Cleaner
 2 Weedcutters
 2 Rakes
 1 Scythe
 Snow Shovel
 2 Metal Shelves
 2 Large Compressers
 Large Work Bench
 Large Window Fan
 2 Trucks - for moving heavy objects
 1 Metal wall cabinet
 2 Wooden ladders - 1 six ft. 1 two ft.

MISC. ARTICLES

Christmas Decorations
 2 Wall Clocks
 2 Emergency Lights
 6 30 gal. Trash Cans
 2 Med. Trash Cans
 1 Small Trash Can
 Numerous Filters for Air Conditioner and Smoke Eater.
 4 Fire Extinguishers

BOOK 520 PAGE 400

Anne Arnold Kaufman

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 424 Page No. 80
Identification No. 231923 Dated: 4/2/80

1. Debtor(s) } Bob's North Inn, Inc. T/A Michaels Tavern
Name or Names—Print or Type
} 205 Old Annapolis Road Glen Burnie, Maryland 21061
Address—Street No., City-County State Zip Code

2. Secured Party } The Equipment Leasing Co.
Name or Names—Print or Type
} Ruxton Towers Box 307 Riderwood Maryland 21139
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>

Dated: August 18, 1982

10-50

The Equipment Leasing Co.

Name of Secured Party

[Signature]

Signature of Secured Party

G. Arnold Kaufman, Vice Pres.

Type or Print (Include Title if Company)

270814

520 401

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

1. Debtor(s) (if Name(s) and Address(es))
 PAMELA J. LAYMAN
 11808 MAGON STREET
 BELTSVILLE, MD. 20705

2. Secured Party(ies) Name(s) and Address(es)
 PROFESSIONAL MOBILE HOME BROKERS
 10401 LANHAM-SEVERN ROAD
 LANHAM, MD. 20706

3. The Filing Office's Date, Time, No. Filing Office

4. The Debtor is a transferee entity

5. This Financing Statement covers the following type(s) of property:
 1971 60 X 12 SKYLINE Rooms 60X12SP1963E
 To include all furniture, fixtures, appliances and appurtenances therein and thereto, including but not limited to these items specified in the manufacturer's invoice and/or purchase agreement and/or retail security agreement.
 Products of the collateral are also covered.

6. Agent(s) 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 oil.*
 *(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 thing 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)

PAMELA J. LAYMAN
 By: *Pamela J. Layman*
 Signature(s) of Debtor(s)

Crescent Financial, Inc.
 By: *Shinda Lagard*
 Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked)

(1) Filing Office Copy Numerical

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

(3-23)

279815

BOOK 520 OF 402

THIS STATEMENT IS PREPARED BY A FILING OFFICE OR BY THE DEBTOR OR THE SECURED PARTY.

1. Debtor's Name (Print and Address):
 BRIAN T. SMITH
 MARJORIE H. SMITH
 4748 I FLANDERS LANE
 HARWOOD MD 20776

2. Secured Party's Name (Print and Address):
 GREEN TREE ACCEPTANCE INC.
 2200 OPITZ BLVD #245
 WOODBRIDGE, VA 22191

3. The Financial Statement shows the liability type or items of property:
 1988 HOLLY PARK FOREST PARK
 70 X 14 SERIAL # 10658
 *AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND
 APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT
 LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S
 INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL

4. The County, Street, State, Time, No. Filing Office:
 The Debtor is a manufacturing entity.

5. Describe Real Estate Here:
 This statement is to be entered in the Real Estate Records.
 Name of a Record Owner

6. The described property growing or to be grown on:
 The described goods are or are to be affixed to:
 The timber to be cut or minerals of the like are being (or are) to be:
 *Include Real Estate in Item 6.

No. X 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 if (or as appropriate law) which is proceeds of the original collateral described above to 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 effect 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.

If it is appropriate in this filing the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignor(s) and Consignor(s) or
 Lessor(s) and Lessor(s)

BRIAN T. SMITH MARJORIE H. SMITH GREEN TREE ACCEPTANCE INC.

Signature of Debtor(s) Signature of Secured Party(ies)
 (Required only if Item 10 is checked)

13/83 FILING OFFICE COPY NUMERICAL 1230
 STANDARD FORM—FORM DCC-1—Approved by Secretary of Commonwealth of Pennsylvania

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 520 PART 403 Identifying File No. 270816

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Salkin & Linoff, Incorporated

Address 7400 Excelsior Blvd., P.O. Box 1435, Minneapolis, MN 55440

2. SECURED PARTY

Name Dataserv Equipment, Inc.

Address 12125 Technology Drive, Eden Prairie, MN 55344

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

3. Maturity date of obligation (if any) _____

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

The property described on the exhibit attached hereto is the subject of a lease agreement dated November 10, 1987. This filing is protective pursuant to Uniform Commercial Code SS9-408 as adopted in this state.

Filed with: Clerk of Circuit Court of Anne Arundle County (MD)

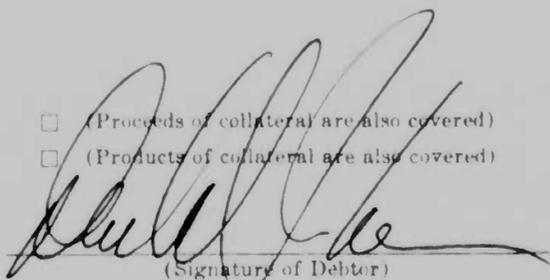
CHECK THE LINES WHICH APPLY

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)



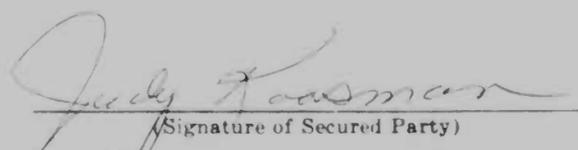
(Signature of Debtor)

Salkin & Linoff, Incorporated

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line



(Signature of Secured Party)

Dataserv Equipment, Inc.

Type or Print Above Signature on Above Line

11/50

EXHIBIT

MD State Dept of Assessments and Taxation (MD)

Equipment Location: Peck & Peck #437
 137 Annapolis Mall
 Annapolis, MD 21401

ITEM #	MFR	QTY	EQUIPMENT TYPE	
			MODEL/FEATURE	DESCRIPTION
1	Fujitsu	1	7991	Fujitsu 7990 POS Terminal-63 Key P/D
			w/ 7009	128KB Bubble Expansion
			7921	Magnetic Stripe Card Reader
			7931	Customer Display
			7024	Dual Function Modem
			104-00028-28	Left Panel w/ Lock

520 405

1. Debtor(s) (Last Name First) and address(es) B.E.K. Enterprises, Inc. 303 Songwood Ct. Millersville, Md. 21108	2. Secured Party(ies) and address(es) 1st Federal Savings & Loan Assn. of Annapolis 2024 West St. Annapolis, Md. 21401	3. Maturity date (if any): <u>A.A.Co</u> For Filing Officer (Date, Time, Number, and Filing Office):
4. This financing statement covers the following types for items of property 1980 Clark "Bob Cat" Model #730 Serial # 4998-N-12121 I.D.-251793 Book-472 Page-525 4-26-84 Please return to Credit Alliance 500 DiGiulian Blvd. P.O. Box 1680 Glen Burnie, Md. 21061 Acc't-C-02- 04832		5. Assignee(s) of Secured Party and Address(es) <p style="text-align: center;"><i>Termination statement</i></p> 

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: _____

The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the above description.

Date 12-50 19____

By: [Signature]
 (Signature of Secured Party or Assignee of record. Not Valid Until Signed)

Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgement. (For Use in Most States)

Filing Officer Copy Acknowledgment

NUMBER OF SHEETS
ATTACHED _____

PRINT OR TYPE ALL INFORMATION

BOOK 520 PAGE 411
270819

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

TO: STATE CORPORATION COMMISSION
Uniform Commercial Code Division, Box 1197
Richmond, Virginia 23209

Clerk of the Circuit Court,
Anne Arundel County, Virginia

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.

Herson Cohn Enterprises
15525 Frederick Road
Rockville, Maryland 20855

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

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

Name & address of Secured Party

Crestar Bank
P.O. Box 179
Alexandria, VA 22313

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered

Description of collateral covered by original financing statement

All plant, equipment, apparatus, machinery furniture, furnishings, fixtures representing such collateral as evidenced in Sec. Agree. dated 11/5/87 and assignment of all leases between Herson Cohn Ent. and H&C Motors, Herson Inc., Cohn Herson Motorcars Inc. Leesburg Auto. Impt., Annapolis Auto. Imp. & Data Hersons Inc.

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:

Herson Cohn Enterprises

Crestar Bank

By: [Signature]

By: [Signature]

Signature of Debtor if applicable (Date)

Signature of Secured Party if applicable (Date)

DISTRIBUTION: White Copy - SCC Filing Copy, Blue Copy - SCC Duplicate Copy - return to Secured Party, Green Copy - Circuit Court Filing Copy, Canary Copy - Circuit Court Duplicate Copy - return to Secured Party, Pink Copy - Debtor's Copy, Gold Copy - Secured Party's Copy

CRE - 0232 (Rev. 6/82) STWD

United Virginia Bank

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

Roll No. 447 Page No. 458
Identification No. 241759 Dated 3/12/82

1. Debtor(s) { Wilkins Yacht Sales, Inc.
Name or Names—Print or Type
Route 2 Old South River Road, Edgewater, Md. 21037
Address—Street No., City - County, State, Zip Code
2. Secured Party { The Equitable Trust Company
Name or Names—Print or Type
100 South Charles Street, Balto., Md. 21201-
Address—Street No., City - County, State, Zip Code 060702

3. Maturity Date (if any)
4. Check Applicable Statement:

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

Dated: November 3, 1987 Equitable Bank, N.A.
Name of Secured Party
Jane Logan
Signature of Secured Party
P. Jane Logan, Community Lending
Type or Print (Include Title if Company) Officer

18.50

STATE OF MARYLAND

BOOK 520 PAGE 408

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 267512

RECORDED IN LIBER 512 FOLIO 66 ON May 11, 1987 (DATE)

1. DEBTOR

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

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

2. SECURED PARTY

Name INGERSOLL-RAND COMPANY

Address 5681 Main St., Elkridge, MD. 21227

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

3. Maturity date of obligation (if any)

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>1 - Ingersoll-Rand P160WJD Air Compressor SN 150064</p>	

Dated December 2, 1987

Bradley W. Berger

(Signature of Secured Party)

150
10.
Bradley W. Berger, Office Mgr.
Type or Print Above Name on Above Line

520 400

FINANCING STATEMENT

270820

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

1. Name of Debtor(s) Wilton Investment Corporation, Inc.
Address: 10 Carvel Circle AND 450 Revell Highway-Route 50
Edgewater, MD 21037 Annapolis, MD 21401

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

3. This Financing Statement covers the following types (or items) of property: Inventory. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located including, without limitation, raw materials, work in process or finished goods, all materials usable or used or consumed in Debtor's business, all present and future substitutions thereof and additions thereto and all proceeds and products thereof in any form whatsoever.

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

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

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

Wilton Investment Corporation, Inc.
Debtor(s)
BY: Arthur J. Cerasani, Jr.
Arthur J. Cerasani, Jr., President

Secured Party:
FIRST AMERICAN BANK OF MARYLAND
By: David E. Klein
David E. Klein, Asst. Vice-President
(Type Name and Title)

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

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

11.00

270821

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: RD BOX 435
CITY & STATE: LAUREL MD 20754

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	
JEFFREY FLEMING		12-11-87	
200 11TH ENGINEER		ACCOUNT NO	TAB
FT BEARDS MD 20755		549105017	453

Filed with: MD CITY

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)

*THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY
(CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY)*

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 \$ 2192.04

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

JEFFREY FLEMING

DEBTOR

BY Michael Weathering
TITLE

DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

11/1750 50

3181s:1
LFH/sms
11/23/87

520 411

270922

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code, to be recorded among the Land and Financing Statement Records of Howard and Anne Arundel Counties, Maryland, and among the Financing Statement Records of The State Department of Assessments and Taxation of Maryland.

This transaction is not exempt from the recordation tax. The principal amount of the debt initially incurred is \$2,500,000.00. Recordation Tax on that amount has been paid with the Clerk of the Circuit Court for Howard County, Maryland, in connection with the recordation of a Deed of Trust and Security Agreement.

FINANCING STATEMENT

1. DEBTOR: RIDGEWAY PARK LIMITED
PARTNERSHIP, a Maryland
Limited Partnership

2. DEBTOR'S ADDRESSES: (i) 3470 Ellicott Center Drive
Ellicott City, MD 21043
(ii) 7779 New York Lane
Glen Burnie, Maryland 21061

3. SECURED PARTY: FIRST NATIONAL BANK OF MARYLAND

4. SECURED PARTY'S ADDRESS: 40 West Chesapeake Avenue
Towson, Maryland 21204
Attn: Thomas Alessi
Bank Code: 111-014
Suburban North/Regional
Commercial Loans

5. This Financing Statement covers, and the Debtor grants the Secured Party a security interest in and to all of the Debtor's right, title, and interest in and to all of the tangible and intangible assets owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements or substitutions and renewals thereof including but not limited to all of the following kinds and types of property:

- (a) Accounts;
- (b) Chattel Paper;
- (c) Documents;
- (d) Equipment;
- (e) Fixtures;
- (f) General Intangibles;

1950

- (g) Goods;
- (h) Instruments;
- (i) Inventory; and
- (j) All records relating to the above collateral

The terms "Accounts", "Chattel Paper", "Documents", "Equipment", "General Intangibles", "Goods", "Instruments", and "Inventory" as used shall have the same respective meanings as are given to those terms in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended. The term "Fixtures" shall have the meaning ascribed to that term by the Common Law of Maryland.

7. This Financing Statement further covers, and the Debtor grants to the Secured Party a security interest in and to, the following kinds and types of property owned by the Debtor, or in which the Debtor has an interest, wherever located, whether now existing or hereafter acquired.

- a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to Real Property, including lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, counters, storage racks, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculpture, awnings and shades, signs and shrubbery.
- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or

520 413

improvement on the below referred to Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

- c. All of the proceeds of the voluntary and involuntary conversion of the real and personal property secured by the Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
- d. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the Property.
- e. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers to secure payments of the contract price and performance of the terms and conditions of any contract of sale of the Real Property.
- f. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party, which security interest shall be independent of and in addition to any right of set-off which the Secured Party may have.
- g. All of those plans and specifications, reviewed and approved by the Secured Party, for the construction of certain improvements upon the Real Property, including all amendments and revisions thereto.
- h. All Records relating to the herein-described collateral or the Real Property, except to the extent any or all of the foregoing may be subject to an attorney-client privilege or any other privilege recognized by law.

As used herein, the term "Deed of Trust" shall mean that certain Deed of Trust and Security Agreement of even date herewith and recorded among the Land Records of Howard County, Maryland, from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Deed of Trust serves as a Security Agreement which creates the security interest evidenced by this Financing Statement.

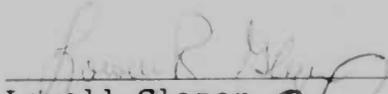
520 414

The term "Real Property" shall mean the real estate described in the Deed of Trust and also known as Parcel "A", Section 4, Ellicott Center. Some of the above-described personal property is to be affixed to or is part of the Real Property. The Debtor is the record owner of the Real Property.

The term "Records" shall mean and include all records of every kind, type, and variety relating to the Real Property, including without limitation, all plans and specifications, correspondence, lists, invoices, compilations, statements, programs, materials, workpapers, reports, memoranda, tapes, discs, papers, books and other documents, or transcribed information of any type, whether expressed in ordinary or machine language, except to the extent any or all of the foregoing may be subject to an attorney-client privilege or any other privilege recognized at law.

7. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

RIDGEWAY PARK LIMITED
PARTNERSHIP, a Maryland limited
partnership, by its general
partners,



Lowell Glazer (SEAL)



Chester Grimes (SEAL)

Dated: November 24, 1987

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

Lawrence F. Haislip, Esquire
Royston, Mueller, McLean & Reid
102 West Pennsylvania Avenue
Suite 600
Towson, Maryland 21204

3181s:1
LFH/sms
11/23/87



STATE OF MARYLAND
FORM UCC-1
FINANCING STATEMENT

278823

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. \$ 212.24

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

This financing statement Dated 10/20/11 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MARY MUSELLA

Address 1144 BAYMEADOW DR FLEM BURNING MD 21051

2. SECURED PARTY

Name WDC FINANCIAL SERVICES

Address PO BOX 447 FLEM BURNING 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)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL 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)

Mary Musella
(Signature of Debtor)

MARY MUSELLA
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D. Carter
(Signature of Secured Party)

MONICA CARTER CSP
Type or Print Above Signature on Above Line

11-17-11 50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270824

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2550.00

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

This financing statement Dated NOV 17, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. # 135520

1. DEBTOR

Name RONALD A DAVIS

Address 1124 VILLAGE SQUARE CT BETHESDA MD 20814

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

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)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Ronald A Davis
(Signature of Debtor)

RONALD A DAVIS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D. Carter
(Signature of Secured Party)

MONICA CARTER
Type or Print Above Signature on Above Line

11-21-87

520 417

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270825

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1000.00

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

This financing statement Dated 11-15-11 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JOHN E PASS

Address 251-A WOODHILL DR GLEN BURIE MD 21031

2. SECURED PARTY

Name WGS FINANCIAL SERVICES

Address PO BOX 347 GLEN BURIE MD 21031

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

3. Maturity date of obligation (if any) 11-20-11

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

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL 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)

John E. Pass (Signature of Debtor)

JOHN E PASS Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D. Carter (Signature of Secured Party)

MONICA CARTER CSP Type or Print Above Signature on Above Line

11/14/11

STATE OF MARYLAND

FINANCING STATEMENT

FORM MCD

520

419

Identifying File No. ¹³⁵³³ 270826

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1234.56

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

This financing statement Dated 02-15-1991 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ROBERT BERMAN

Address 537 CLAYTON AVE DUNKIRK XXX MD 20734

2. SECURED PARTY

Name MCO FINANCIAL SERVICES

Address PO BOX 997 GLEN BURNIE MD 21033

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

3. Maturity date of obligation (if any) 05-21-90

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

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER OR PERSONAL PROPERTY

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Robt S. Bl
(Signature of Debtor)

ROBERT BERMAN
Type or Print Above Name on Above Line

(Signature of Debtor)

Monica D. Carter
(Signature of Secured Party)

Type or Print Above Signature on Above Line

MONICA CARTER CSR
Type or Print Above Signature on Above Line

11450

520 419

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270827

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2500.00

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

This financing statement Dated JUL 12, 1997 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name YVONNE PIERCE
Address 512 27TH ST PASADENA MD 21122

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address PO BOX 497 GREEN BURNIE MD 21061

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

3. Maturity date of obligation (if any) 11-17-97

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

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

CHECK THE LINES WHICH APPLY

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

Yvonne Pierce (Signature of Debtor)
YVONNE PIERCE (Type or Print Above Name on Above Line)
(Signature of Debtor)
Type or Print Above Signature on Above Line

Monica D. Carter (Signature of Secured Party)
MONICA CARTER CSP (Type or Print Above Signature on Above Line)

521.50

BOOK

520 420

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 13548 270823

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2411.31

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

This financing statement Dated 10/15/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DENNIS RIEGLE

Address 3040-S LEBLANC RD FT GERRARD MD 20755

2. SECURED PARTY

Name AVCO FINANCIALS EPTIC 2

Address PO BOX 447 GLEN BURNIE MD 20755

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

3. Maturity date of obligation (if any) 11-26-90

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

Name and address of Assignee

SEPTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

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)

Signature of Debtor (Dennis Riegle)

DENNIS RIEGLE Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party (David Butler)

DAVID BUTLER ACT REP Type or Print Above Signature on Above Line

Handwritten numbers: 11, 1730, 50

BOOK 520 OF 421

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

270929

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

13570

Name _____

Address _____

2. SECURED PARTY

Name _____

Address _____

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

3. Maturity date of obligation (if any) _____

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

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Richard W. Witt

(Signature of Debtor)

RICHARD W. WITT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D. Carter

(Signature of Secured Party)

MONICA CARTER CSP

Type or Print Above Signature on Above Line

11 17.50 50

520 422

270930

This FINANCING STATEMENT is prepared in a filing office pursuant to the Uniform Commercial Code.

No. of Additional Sheets Permitted

The Debtor is a transmitting utility

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

CHRISTOPHER JAY COFFREN
#55 EDWARDS LANE
LOTHIAN, MD 20711
BRENDA ANN BROOKE

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

ACCENT MOBILE HOMES
7401 MOORE ROAD
BRANDYWINE, MD 20613

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

3. This financing statement covers the following type(s) of property:

1976 WESTER MANSION S9542
65 X 12 DOLPHIN Rooms
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.

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

Crescent Financial, Inc.
1623 Forest Drive Suite 201
Annapolis, MD 21401

Products of the Collateral are also covered

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

8. Describe Real Estate Here:

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

9. Name of a Record Owner

No. & Street

Town or City

County

Section

Block

Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
 which is proceeds of the original collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 affixes subject to a security interest in another jurisdiction
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State

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

CHRISTOPHER JAY COFFREN

BV BRENDA ANN BROOKE

Signature(s) of Debtor(s)

Crescent Financial, Inc.

Signature(s) of Secured Party(ies)

(Required only if Item 10 is checked)

(3-83)

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

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 235276
Page

RECORDED IN LIBER 431 FOLIO 139 ON November 7, 1980 (DATE)

1. DEBTOR

Name Tri-State Marine Distributors, Inc.
Address Route 256 - P.O. Box 100 Deale, MD 20751

2. SECURED PARTY

Name Mer-Credit Corporation
Address P.O. Box 5518 Hamden, CT 06518

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

3. Maturity date of obligation (if any)

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

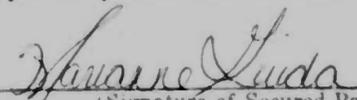
PLEASE AMEND COLLATERAL WORDING TO READ:
All of the following types of goods held for sale or lease by debtor, consisting of, but not limited to, marine engines, including parts, accessories and the like bearing the brand names Mercury, MerCruiser and Quicksilver, acquired by debtor from Mercury Marine, and for which Secured Party has made an advance on behalf of dealer to manufacturer.
 Also, please amend secured party's box to read:
 Mercury Marine Acceptance Corporation
 127 Washington Ave., P.O. Box 368
 North Haven, CT 06473-0368

SIGN HERE


(Signature of Debtor)

ALLEN F. SCRUGGS
(Type or print above name on above line)

Dated Dec. 1, 1987


(Signature of Secured Party)
Marianne Guida
Type or Print Above Name on Above Line

10-50

270931

520

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

1. Debtor(s) (List Name First and address(es)) Mewha, M. Kent, MD 2619 Ogelton Road Annapolis, MD 21403	2. Secured Party(ies) and address(es) IR SYNTHETIC CREDIT CORP. c/o Integrated Resources, Inc. 666 Third Avenue New York, New York 10017	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:

Debtor's limited partnership interest in Synthetic Industries L.P., a Delaware limited partnership, including all of Debtor's rights and interests in said partnership and any successor partnership under the partnership agreement relating thereto, including but not limited to, the right to receive any distributions therefrom.

NOT SUBJECT TO RECORDATION TAX

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

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

already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with:

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

By M. Kent Mewha MD Signature(s) of Debtor(s)

By Laurence A. Doty Signature(s) of Secured Party(ies) Title Atty in Fact

STANDARD FORM - FORM UCC-1.

520 425

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

X (check if applicable) To Be Recorded in the Land Records at Anne Arundel County

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. 246975 recorded in Liber 461 Page 58 on 5/19/83 at Circuit Court for Anne Arundel County

1 DEBTOR(S) Kerry J. Thompson and Kathryn A. Thompson
 ADDRESSES 1682 Justin Drive
 Gambrills, Maryland 21054

2 SECURED PARTY MARYLAND NATIONAL BANK, ATTENTION
 ADDRESS MAILSTOP 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 XX 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

DEBTOR(S)

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 (SEAL)

Mark T. Blizzard, Vice President

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.

1000

10.00

JA

BOOK 520 PAGE 420

Anne Arundel County

STATE OF MARYLAND

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 251759

RECORDED IN LIBER 472 FOLIO 476 ON 4/25/84 (DATE)

1. DEBTOR

Name James C. Pyles
Address 3008 Holly Street, Edgewater, Maryland, 21037

2. SECURED PARTY

Name Key Capital Corp.
Address 57 River Street, Wellesley Hills, MA 02181
29 Sawyer Rd., P.O. Box 9074, Waltham, MA 02254-9074
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

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

Dated November 25, 1987

Diane C. Retzky
(Signature of Secured Party)

Diane C. Retzky
Type or Print Above Name on Above Line

1054

Anne Arundel

REORDER FROM
Registre, Inc.
514 PIERCE ST.
P.O. BOX 718
ANOKA, MN. 55303
(612) 421-1713

STATE OF MARYLAND

BOOK 520 PAGE 427

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259453

RECORDED IN LIBER 492 FOLIO 227 ON _____ (DATE)

1. DEBTOR

Name Crow-Robinson Retail Limited Partnership (now known as Annapolis Retail Limited Partnership)

Address 1001 30th Street, N.W., Suite 500, Washington, D.C. 20007

2. SECURED PARTY

Name Riggs National Bank of Washington, D.C.

Address 800 17th Street, N.W., Washington, D.C. 20006

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

Dorothea S. Ormond, Hansell & Post, 1667 K Street, N.W., Suite 500, Washington, D.C. 20006

3. Maturity date of obligation (if any) November 1, 1992

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.)

See Exhibits A & B

Metropolitan Life Insurance Company
One Madison Avenue
New York, New York 10010
Attention: Risk Management, Area 12-Y
Vice President and Investment Counsel
Law Department

RECORD FEE 28.00
POSTAGE .50
#106870 0237 R02 T16:16
12/04/87
SA

The Riggs National Bank of Washington, D.C.

Dated November 30, 1987

By: Catherine A. Arnold
(Signature of Secured Party)
Catherine A. Arnold
Type or Print Above Name on Above Line

EXHIBIT A

4. The Financing Statement assigned hereby covers:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions therein and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) Any annual crops planted or cultivated by the Debtor or those claiming under the Debtor now or hereafter located upon or about the premises hereinafter described; and

(c) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the

BOOK 520 PAGE 429

like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(d) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

(e) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust dated November 20, 1985, given by the Debtor in the Trustee named above and recorded at Liber 3986, Folio 714, in the Land Records of Anne Arundel County, Maryland, to secure the indebtedness owed by the Debtor to the Secured Party. Secured Party has assigned its beneficial interest under the aforesaid Deed of Trust to Assignee by an Assignment of even date herewith.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will effect, be affixed or appurtenant to, property of which the Debtor is the record owner as more fully described on Exhibit "B" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust hereinabove referenced.

520 430
EXHIBIT B

JOHN E. HARMS, JR. AND ASSOCIATES, INC. Consulting Engineers - Architects - Surveyors

PASADENA, MARYLAND

7/10/85
RK/ss

DESCRIPTION OF THE MARY HOFFMAN ET AL
PROPERTY (RESIDUE AREA)
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a concrete monument situate at the Northwest corner of the Douglas W. Diehl property situate on the Northwest side of Robinson Road near its intersection with the Southwest side of Governor Ritchie Highway, Maryland Route 2, 150 feet wide, thence binding on the Northeast boundary lines of the George E. Etzel property recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.H. 2104, Folio 24, and the Bruce M. Erickson property recorded among the aforesaid Land Records in Liber M.S.H. 2170, Folio 510 and referring the courses of this description to the Maryland State Grid Meridian and as now surveyed,

(1) North 33 degrees 36 minutes 26 seconds West 421.42 feet to a concrete monument found marking the Northernmost corner of the said Bruce M. Erickson property, thence binding on the Northeast property line of the Howard M. Field property recorded among the aforesaid Land Records in Liber M.S.H. 2176, Folio 264,

(2) North 36 degrees 54 minutes 38 seconds West 74.77 feet to a concrete monument found, thence binding on part of the Southeast boundary line of the Howard M. Field property recorded among the aforesaid Land Records in Liber M.S.H. 2158, Folio 277,

(3) North 44 degrees 22 minutes 44 seconds East 35.89 feet to a concrete monument found, thence

(4) North 35 degrees 51 minutes 52 seconds West 290.10 feet to a concrete monument found thence binding on the Southeast boundary line of

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Page two

the Baltimore and Annapolis Railroad property recorded among the aforesaid Land Records in Liber N.H.G. 10, Folio 86, the two (2) following courses,

(5) North 52 degrees 34 minutes 37 seconds East 419.83 feet to a concrete monument found thence,

(6) North 52 degrees 36 minutes 56 seconds East 155.10 feet to the Southwest side of Governor Ritchie Highway, Maryland Route 2, 150 feet wide thence binding on said Southwest side,

(7) South 35 degrees 29 minutes 41 second East 657.01 feet to an iron pipe set, thence binding on the Northwest property line of the Friendly Ice Cream Parcel and crossing Eadds Drive, 60 feet wide,

(8) South 54 degrees 35 minutes 19 seconds West 360.24 feet to an iron pipe set crossing over an iron pipe found 60.00 feet from the end of said line, thence binding on the Southwest side of Eadds Drive, 60 feet wide,

(9) South 35 degrees 24 minutes 41 seconds East 414.03 feet to an iron pipe set, and

(10) South 12 degrees 14 minutes 31 seconds West 33.68 feet to an iron pipe set thence binding on a proposed 80 foot wide right-of-way line for Robinson Road as recorded among the aforesaid Land Records in Liber W.G.L. 3447, Folio 594,

(11) South 59 degrees 53 minutes 43 seconds West 55.02 feet to an iron pipe set, thence binding on the East boundary line of the Douglas W. Diehl property recorded among the aforesaid Land Records in Liber W.G.L. 3115, Folio 733,

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Page three

(12) North 35 degrees 26 minutes 41 seconds West 259.80 feet to a post, thence binding on the Northwest boundary line of the said Diehl property,

(13) South 59 degrees 47 minutes 19 seconds West 180.54 feet to the point of beginning,

CONTAINING 10.263 acres of land, more or less,

BEING part of that conveyance from Milton I. Vogelhut, Executor of the last will and testament of Nellie V. Mannion, deceased, to Mary Rose Hoffman and Ruth Ann Etzel, by deed dated September 19, 1974, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber W.G.L. 2709, Folio 767.

BEING all of the Mary Hoffman Et Al property recorded among the aforesaid Land Records in Liber W.G.L. 2709, Folio 761.

BEING all of the George Etzel property recorded among the aforesaid Land Records in Liber G.T.C. 989, Folio 227,

BEING all of the Mary R. Hoffman property recorded among the aforesaid Land Records in Liber W.G.L. 3045, Folio 349,

SUBJECT to a 15 foot wide storm drain easement Southwest of Eadds Drive, A PERPETUAL EASEMENT Southwest of Eadds Drive, a revertible easement 15 feet wide on the West and North sides of Eadds Drive as recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. 3447, Folio 94,

SUBJECT to an additional revertible easement 25 feet wide, in all 40.00 feet wide at the Northwest termination line of Eadds Drive, 60 feet wide, as shown on a plat entitled Friendly Ice Cream Parcel, recorded among the aforesaid Plat Records in Plat Book 89, Page 1,

BOOK 520 PAGE 433

Page four

ALL as shown on a plat entitled Pappy's Restaurant at Robinson Road, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 69, Page 9, recorded among the aforesaid Land Records in Liber W.G.L. 3447, Folio 594.

The above described parcel according to a recent survey made by John E. Harms, Jr. and Associates, Inc. dated June 26, 1985.

REORDER FROM
Registre, Inc.
514 HERCE ST.
P.O. BOX 218
ANGORA, MN. 55303
(612) 421-1713

BOOK 520 PAGE 434

STATE OF MARYLAND

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. ~~00217187~~ 268215
RECORDED IN LIBER 513 FOLIO 526 ON _____ (DATE)

1. DEBTOR
Name Crow-Robinson Retail Limited Partnership (now known as Annapolis Retail Limited Partnership)
Address 1001 30th Street, N.W., Suite 500, Washington, D.C. 20007

2. SECURED PARTY
Name Riggs National Bank of Washington, D.C.
Address 800 17th Street, N.W., Washington, D.C. 20006

Person And Address To Whom Statement Is To Be Returned If Different From Above.
Dorothea S. Ormond, Hansell & Post, 1667 K Street, N.W., #500, Washington, D.C. 20006
3. Maturity date of obligation (if any) November 1, 1992

CHECK FORM OF STATEMENT

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

Metropolitan Life Insurance Company
One Madison Avenue
New York, New York 10010
Attention: Vice President and Investment Counsel
Law Department

RECORD FEE 28.00
POSTAGE .50
#106880 5237 R02 T16:17
12/04/87
JA

The Riggs National Bank of Washington, D.C.

Dated November 30, 1987

By: Catherine A. Arnold
(Signature of Secured Party)
Catherine A. Arnold
Type or Print Above Name on Above Line

EXHIBIT A

4. The Financing Statement assigned hereby covers:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions therein and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) Any annual crops planted or cultivated by the Debtor or those claiming under the Debtor now or hereafter located upon or about the premises hereinafter described; and

(c) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the

like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(d) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

(e) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust dated November 20, 1985, given by the Debtor in the Trustee named above and recorded at Liber 3986, Folio 714, in the Land Records of Anne Arundel County, Maryland, to secure the indebtedness owed by the Debtor to the Secured Party. Secured Party has assigned its beneficial interest under the aforesaid Deed of Trust to Assignee by an Assignment of even date herewith.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will effect, be affixed or appurtenant to, property of which the Debtor is the record owner as more fully described on Exhibit "B" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust hereinabove referenced.

520 437
EXHIBIT B

JOHN E. HARMS, JR. AND ASSOCIATES, INC. *Consulting Engineers - Architects - Surveyors*

PASADENA, MARY

7/10/85
RK/ss

DESCRIPTION OF THE MARY HOFFMAN ET AL
PROPERTY (RESIDUE AREA)
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a concrete monument situate at the Northwest corner of the Douglas W. Diehl property situate on the Northwest side of Robinson Road near its intersection with the Southwest side of Governor Ritchie Highway, Maryland Route 2, 150 feet wide, thence binding on the Northeast boundary lines of the George E. Etzel property recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.H. 2104, Folio 24, and the Bruce M. Erickson property recorded among the aforesaid Land Records in Liber M.S.H. 2170, Folio 510 and referring the courses of this description to the Maryland State Grid Meridian and as now surveyed,

(1) North 33 degrees 36 minutes 26 seconds West 421.42 feet to a concrete monument found marking the Northernmost corner of the said Bruce M. Erickson property, thence binding on the Northeast property line of the Howard M. Field property recorded among the aforesaid Land Records in Liber M.S.H. 2176, Folio 264,

(2) North 36 degrees 54 minutes 38 seconds West 74.77 feet to a concrete monument found, thence binding on part of the Southeast boundary line of the Howard M. Field property recorded among the aforesaid Land Records in Liber M.S.H. 2158, Folio 277,

(3) North 44 degrees 22 minutes 44 seconds East 35.89 feet to a concrete monument found, thence

(4) North 35 degrees 51 minutes 52 seconds West 290.10 feet to a concrete monument found thence binding on the Southeast boundary line of

520 43

the Baltimore and Annapolis Railroad property recorded among the aforesaid Land Records in Liber N.H.G. 10, Folio 86, the two (2) following courses,

- (5) North 52 degrees 34 minutes 37 seconds East 419.83 feet to a concrete monument found thence,
- (6) North 52 degrees 36 minutes 56 seconds East 155.10 feet to the Southwest side of Governor Ritchie Highway, Maryland Route 2, 150 feet wide thence binding on said Southwest side,
- (7) South 35 degrees 29 minutes 41 second East 657.01 feet to an iron pipe set, thence binding on the Northwest property line of the Friendly Ice Cream Parcel and crossing Eadds Drive, 60 feet wide,
- (8) South 54 degrees 35 minutes 19 seconds West 360.24 feet to an iron pipe set crossing over an iron pipe found 60.00 feet from the end of said line, thence binding on the Southwest side of Eadds Drive, 60 feet wide,
- (9) South 35 degrees 24 minutes 41 seconds East 414.03 feet to an iron pipe set, and
- (10) South 12 degrees 14 minutes 31 seconds West 33.68 feet to an iron pipe set thence binding on a proposed 80 foot wide right-of-way line for Robinson Road as recorded among the aforesaid Land Records in Liber W.G.L. 3447, Folio 594,
- (11) South 59 degrees 53 minutes 43 seconds West 55.02 feet to an iron pipe set, thence binding on the East boundary line of the Douglas W. Diehl property recorded among the aforesaid Land Records in Liber W.G.L. 3115, Folio 733,

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Page three

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(13) South 59 degrees 47 minutes 19 seconds West 180.54 feet to the point of beginning,

CONTAINING 10.263 acres of land, more or less,

BEING part of that conveyance from Milton I. Vogelhut, Executor of the last will and testament of Nellie V. Mannion, deceased, to Mary Rose Hoffman and Ruth Ann Etzel, by deed dated September 19, 1974, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber W.G.L. 2709, Folio 767.

BEING all of the Mary Hoffman Et Al property recorded among the aforesaid Land Records in Liber W.G.L. 2709, Folio 761.

BEING all of the George Etzel property recorded among the aforesaid Land Records in Liber G.T.C. 989, Folio 227,

BEING all of the Mary R. Hoffman property recorded among the aforesaid Land Records in Liber W.G.L. 3045, Folio 349,

SUBJECT to a 15 foot wide storm drain easement Southwest of Eadds Drive,

A PERPETUAL EASEMENT Southwest of Eadds Drive, a revertible easement 15 feet wide on the West and North sides of Eadds Drive as recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. 3447, Folio 94,

SUBJECT to an additional revertible easement 25 feet wide, in all 40.00 feet wide at the Northwest termination line of Eadds Drive, 60 feet wide, as shown on a plat entitled Friendly Ice Cream Parcel, recorded among the aforesaid Plat Records in Plat Book 89, Page 1,

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Page four

ALL as shown on a plat entitled Pappy's Restaurant at Robinson Road, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 69, Page 9, recorded among the aforesaid Land Records in Liber W.G.L. 3447, Follo 594. .

The above described parcel according to a recent survey made by John E. Harms, Jr. and Associates, Inc. dated June 26, 1985.



MARYLAND NATIONAL BANK
We want you to grow.™

BOOK 520 PAGE 411

270832

FINANCING STATEMENT

1 To Be Recorded in the Land Records at _____
 2 To Be Recorded among the Financing Statement Records at A.A. County
 3 Not subject to Recordation Tax
 4 Subject to Recordation Tax on an initial debt in the principal amount of \$ 43,060.00 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 Maryland National Bank

5 Debtor(s) Name(s) Dr. Robert S. Martin, DMD, PA Address(es) 690 Ritchie Hgwy
Severna Park, MD 21146

6 Secured Party Maryland National Bank Address 8480 Ft. Smallwood Rd.
Pasadena, MD 21122
Attention C. Abruzzo

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.

Robert S. Martin, DMD, Pres. (Seal)
Robert S. Martin, DMD, Pres.

Secured Party
Maryland National Bank

C. Ann Abruzzo, AVP (Seal)
C. Ann Abruzzo, AVP

Type name and title

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

11 30432 SD

Dr. Robt. S. Marton, DMD, PA

BOOK 520 PAGE 412

Schedule A

1. 1967 Mustang restored to wall ornament by EB Associates - Cost \$6000.
2. Improvements by Sheffield Construction Company - Cost \$50,000.
3. Antique Gas Pump. Cost \$875.
4. Neon Sign - Cost \$350.
5. Decorative neon to be provided by Allan Shavitz & Assoc - Cost \$3000.
6. Specific equipment:
 - (7) 0-536 Dome Innovation Chair w/electric back Cost \$9,065.00
 - (6) 0-541 Innovation Chair 'v' articulating headrest 1,290.00
 - (7) 0-532 Dome C-3 Cantilever Base w/duplex outlet 2,205.00
7. Ritter Panoramic x-ray 12,500.00
8. Pelton & Crane Windmill Vacuum 2,000.00
9. Healthco Lumix x-ray 16,000.00

STATE OF MARYLAND

BOOK 520 PAGE 41
Identifying File No. 279833

FINANCING STATEMENT FORM UCC-1

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

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

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

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

1. DEBTOR

Name Diversified Leasing, Inc.
Address 133 Defense Hwy St 207 Annapolis, Md. 21401

2. SECURED PARTY

Name First Federal Savings And Loan Association of Annapolis
Address 2024 West St. Annapolis, Md. 21401

Attn: Cathy Partridge/First Federal Savings and Loan
Person And Address To Whom Statement Is To Be Returned If Different From Above.

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

Name and address of Assignor

All right, title and interest to that certain Master Lease Agreement dated 8/12/87 between Diversified Communications as Lessor and Vanguard Cellular Services, Inc. as Lessee including Equipment Schedules No. one and No. Two

This Instrument is not Subject to Recordation Tax

CHECK THE LINES WHICH APPLY

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

Robert C. Neony V.P.
(Signature of Debtor)

Robert C. Neony V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Cathy A. Partridge, Manager
(Signature of Secured Party)

Cathy A. Partridge, Manager
Type or Print Above Signature on Above Line

1150

46005
AA-0007

JA

270834

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated November 23, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name G. L. Ryon Builders

Address 5817 Sunny Drive, Lothian, Maryland 20711

2. SECURED PARTY

Name B&H Heavy Equipment Rental, Inc.

Address 201 Ritchie Road - Bldg. C
Capitol Heights, Maryland 20743

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

3. Maturity date of obligation (if any) _____

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

One (1) Cat 931B Loader - Serial No. 29 Y 01896 - complete with 4 in 1 bucket and counterweight.

To perfect a security interest, taken or retained by a seller of collateral to secure all or part of its price.

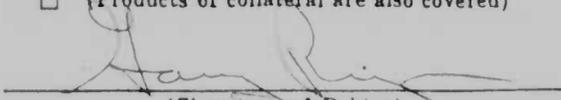
CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

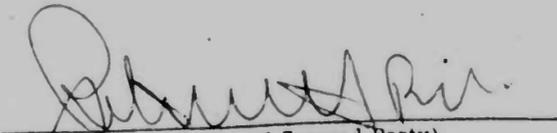


(Signature of Debtor)

GARY RYON
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line



(Signature of Secured Party)

Peter L. Babb, President
Type or Print Above Signature on Above Line

1750

1150

TO BE } RECORDED IN
 NOT TO BE } LAND RECORDS

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

87-855
A-B

BOOK 520
PAGE 445
270835

FINANCING STATEMENT

1. Debtor(s):

add {

Very Best Cleaners
Name or Names—Print or Type
5720-G Deal Churchton Road, Deal, MD 20751
Address—Street No., City - County State Zip Code

Very Best Cleaners
Name or Names—Print or Type
10363 Southern Maryland Blvd., #4A, Dunkirk, MD 20754
Address—Street No., City - County State Zip Code

2. Secured Party: {

HARBOR LEASING ASSOC
Name or Names—Print or Type
701 Cathedral Street Baltimore Maryland 21201
Address—Street No., City - County State Zip Code

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

2 cash registers and slip printers

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

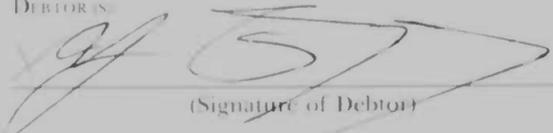
5. If collateral is crops, describe real estate.

JA

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

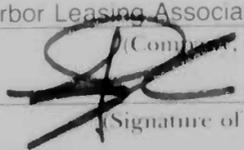
DEBTOR(S)


(Signature of Debtor)
Yves A. Fedrigault
Type or Print

(Signature of Debtor)
Type or Print

SECURED PARTY

Harbor Leasing Associates
(Company, if applicable)


(Signature of Secured Party)
Mark M. Caplan, partner
Type or Print (Include title if Company)

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

Name and Address HARBOR LEASING ASSOC., 701 Cathedral Street, Baltimore, Maryland 21201

1150

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

800-520-4400

FINANCING STATEMENT

DATE: December 1, 1987

270836

() Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR (S): Parcel Plus, Inc.
2315 B Forest Drive
ADDRESS: 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	Hewlett Packard Laser Jet Serial 2 Printer, Serial # 2718J88532

DEBTOR(S):

Parcel Plus, Inc.

(Company Name)

BY: *David G. Campbell*

David G. Campbell, 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 signer.)

BOOK 520 W 447

411235

Anne Arundel County
Land Records
Liber 4311 folio 849

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 510 Page No. 455
Identification No. 266922 Dated Jan. 27, 1987,
Filed Apr. 8, 1987

1. Debtor(s) Arundel Geriatric & Nursing Center Limited Partnership
Name or Names—Print or Type
7355 Furnace Branch Rd., Glen Burnie, Anne Arundel Co.,
Address—Street No., City - County State Zip Code
MD 21061

2. Secured Party Mercantile-Safe Deposit & Trust Co.
Name or Names—Print or Type
409 Washington Ave., Towson, MD 21204
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) None

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>

1987 NOV 18 AM 9:08

Dated: November 13, 1987
Mercantile-Safe Deposit and Trust Co.
Name of Secured Party
Stephen A. Hall
Signature of Secured Party
Stephen A. Hall - Asst. Vice-President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

RETURN TO
SUNCOIL CO.
110 N. BALTIMORE
CORPORATION

10/50

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

BOOK 520 111448

270838

DATE: November 30, 1987

(X) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____
Corvus LTD T/A Corinz

NAME OF DEBTOR (S): D. Corrine Timmons

ADDRESS: 8641 Ritchie Highway
Pasadena, MD 21122

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: Inventory, Equipment, Accounts, Instruments, Documents, Chattel Paper and
other Rights to Payments, General Intangibles

34

DEBTOR(S):

Corvus LTD T/A Corinz
(Company Name)

BY: *D. Corrine Timmons*

BY: D. Corrine Timmons

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.)

10.50

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: November 24, 1987

(xxx) Not Subject to Recordation Tax

BOOK 520 PAGE 449

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR (S):

Diana Christophers, Inc.
6th Street and Chesapeake Avenue
Annapolis, Maryland 21403

ADDRESS:

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

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

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

DEBTOR(S):

Diana Christophers, Inc.
(Company Name)

BY: Diana R. Bibeau

Diana R. Bibeau, 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
signer.)

BOOK 520 PAGE 449

270339

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 520 450

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 270810

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.

RECORD FEE 11.00
POSTAGE .50
#107910 0237 R02 T09:08
12/09/87

1. DEBTOR

Name EASTON PETROLEUM CO., INC.
Address 8195 Ritchie Highway Pasadena, MD 21122

2. SECURED PARTY

Name SIGNAL CAPITAL CORPORATION
Address Liberty Lane Hampton, NH 03842

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

3. Maturity date of obligation (if any) _____

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

See attached Schedule A with all standard and accessory equipment and all additions, modifications, improvements, replacements, substitutions, and accessories thereto and therefor, whether now owned or hereafter acquired, and the proceeds, products and income of any of the foregoing.

Name and address of Assignee

Equipment location: Robert Monroe
Patapsco Avenue and 9th Street
Baltimore, MD 21225

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)

Patrick Cole
(Signature of Debtor)

EASTON PETROLEUM CO., INC.
Type or Print Above Name on Above Line

Patrick Cole
(Signature of Debtor)

E-PATRICK COLE
Type or Print Above Signature on Above Line

Thomas A. McRay, agent
(Signature of Secured Party)

SIGNAL CAPITAL CORPORATION
Type or Print Above Signature on Above Line

520-451



Signal Capital Corporation

Schedule A Equipment

Agreement UCC-1 #8809-02 dated November 18 19 87
with EASTON PETROLEUM CO., INC.

Qty	Manufacturer and Description	Model No	Serial No	Equipment Location
2	Two 24 x 24 Canopies with eight (8) M/V Lights			Robert Monroe Patapsco Avenue and 9th Street Baltimore, MD 21225

SIGNAL CAPITAL CORPORATION

By Thomas J. McKay
Title Credit Analyst
Equipment Finance Division

EASTON PETROLEUM CO., INC.

By Robert Coen
Title President

1003 F 4 87

Equipment Schedule

STATE OF MARYLAND

520 452

FINANCING STATEMENT FORM UCC1

Identifying File No. 270841

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.

RECORD FEE 11.00
POSTAGE .50
#107920 0237 002 T09:09
12/08/97
JA

1. DEBTOR

Name EASTON PETROLEUM CO., INC.

Address 8195 Ritchie Highway, Pasadena, MD 21122

2. SECURED PARTY

Name SIGNAL CAPITAL CORPORATION

Address Liberty Lane, Hampton, NH 03842

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

3. Maturity date of obligation (if any)

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

See attached Schedule A's with all standard and accessory equipment, and all additions, accessions, modifications, improvements, replacements, substitutions, and accessories, thereto and therefor, whether now owned or hereafter acquired, and the proceeds, products, and income of any of the foregoing. Debtor has possession of the equipment under a true lease only. Secured Party has a security interest in the equipment to the extent necessary to protect its title and interest therein.

Equipment Location:
Joseph & Paul Dorr
1220 General Highway, Rte 32
Crownsville, MD ~~21203~~ 21032
CHECK THE LINES WHICH APPLY

Equipment Location:
Robert Monroe
Patapsco Avenue & 9th Street
Baltimore, MD 21225

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Patrick Cole

(Signature of Debtor)

EASTON PETROLEUM CO., INC.

Type or Print Above Name on Above Line

Patrick Cole

(Signature of Debtor)

E PATRICK COLE

Type or Print Above Signature on Above Line

Thomas J. McLaughlin, agent

(Signature of Secured Party)

SIGNAL CAPITAL CORPORATION

Type or Print Above Signature on Above Line

Equ.



Signal Capital Corporation

5:20 433

Schedule A Equipment

re. Agreement UCC-1 #8809-01 dated November 18 19 87
with EASTON PETROLEUM CO., INC.

Qty	Manufacturer and Description	Model No	Serial No	Equipment Location
5	Red Jacket Pumps			Robert Monroe Patapsco Ave and 9th St. Baltimore, MD 21225
9	Tokheim Twin Product Dispensers with Nozzles, Swivels and Appurtenance	262L-2-RC-TW		
1	Self Service MEMS V Control Center with Interface Boxes with all standard and accessory equipment.			
5	Red Jacket Pumps			Joseph Dorr Paul Dorr 1220 Generals Highway, Rte 3 Crownsville, 21032
3	Tokheim Multi-hose Dispensers with Appurtenance	333B-EL-SA		
1	Tokheim 2-Product with Appurtenance	262FL-2-RC-TW		
1	Self Service MEMS V Control Center with Interface Boxes with all standard and accessory equipment.			
1	Tokheim 1-Product with Appurtenance	262FL-1-RC-TW		

SIGNAL CAPITAL CORPORATION

By

Title:

Thomas J. McGary
Credit Analyst
Equipment Finance Division

EASTON PETROLEUM CO., INC.

By

Title:

Patrick Coe
President

270812

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transactions 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

INDIVIDUAL SALES CONTRACT - Not Subject to Recordation Tax

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

1. DEBTOR

Name Michael Marinucci 4212-48-2985

Address 1000 Lee Jackson Drive, Loshian, Anne Arundel, Maryland 20711

2. SECURED PARTY

Name John Deere Company

Address P.O. Box 65090, West Des Moines, Iowa 50265

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

3. Maturity date of obligation (if any) _____

RECORD FEE 11.00

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

POSTAGE 1.50

- 1 - N - John Deere 31st Lawn & Garden Tractor, S/N 1003418760 (1343, R04 110721)
- 1 - N - John Deere 46" Mower, S/N 1003418760

12/08/07
JA

CHECK THE LINES WHICH APPLY

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

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

Michael Marinucci
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

John Deere Company
P. O. Box 65090
West Des Moines, Iowa 50265

(Signature of Secured Party)

Type or Print Above Signature on Above Line

11
5

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 520 PAGE 455
Identifying File No. 270843

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

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

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

This financing statement Dated 11/19/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BRANHAM CONTRACTORS, INC.
Address 8133 HOGNECK ROAD PASADENA MD 21122

2. SECURED PARTY

Name THE BANK OF GLEN BURNIE
Address P.O. DRAWER 70, GLEN BURNIE, Maryland 21122

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

3. Maturity date of obligation (if any) 11/19/89

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

SHARP SF 8600 COPIER

RECORD FEE 12.00

POSTAGE .50

4192410 0345 R01 T09135

12/09/87

JA

CHECK THE LINES WHICH APPLY

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

(If 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)

BRANHAM CONTRACTORS, INC.

BY: John E. Branham
(Signature of Debtor)

JOHN E. BRANHAM,
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

THE BANK OF GLEN BURNIE

Earl G. Walter
(Signature of Secured Party)

Earl G. Walter - Executive Vice President
Type or Print Above Signature on Above Line

1230

Anne Arundel County

BOOK 520 PAGE 456

270844

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>Unicorn Transportation, Inc. 7522 Connelly Drive 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: Gloria Bolton</p>
<p>Return to Secured Party</p>	

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

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

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

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

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

E. Other.

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} exempt from the recordation tax. (Md.)
 Principal amount of debt initially incurred is: \$50,000.00

RECORD FEE 11.00
 POSTAGE .50
 SUBSCRIPTION 345 R01 T09+36
 12/08/87
 31

DEBTOR: Unicorn Transportation, Inc.
 Peter Cotgreave, President
 Pamela J. Cotgreave, Secretary

SECURED PARTY:
 SIGNET BANK/MARYLAND

By: X [Signature]
 (Type Name)

By: [Signature]

By: X [Signature]
 Secretary

Steven M. Wienecke
 (Type Name)

December 2, 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.

STATE OF MARYLAND

FINANCING STATEMENT Form UCC-1

Identifying File No. _____

BOOK 520 PAGE 457
270815

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Frederick M. Scheinholtz

Address 544 West Court, Glen Burnie, MD 21061

2. SECURED PARTY

Name Deutsche Credit Corp.

Address 4 Greentree Centre Suite 204

Marlton, NJ 08053

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

RECORD FEE 11.00
#150140 C345 R01 T09:39
12/09/87

3. Maturity date of obligation (if any): _____

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

One (1) New Nissan CPC-12 Chassis, complete with One (1) New Morgan Body and with one (1) New Maxima Rail Lift Gate, Model R-2

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)

Filed with Anne Arundel County

(X) [Signature]
(Signature of Debtor)

Frederick M. Scheinholtz
Type or Print Above Name on Above Line

(Signature of Debtor)

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Deutsche Credit Corp.
Type or Print Above Signature on Above Line

BOOK 520 PAGE 458

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

1. CREDITOR(S) (Last Name First and ADDRESSSES)
STOCKETTS EXC & HAULING INC
1174 W CENTRAL AVE
DAVIDSONVILLE MD 21035
220568-79 AB

2. SECURED PARTY(IES) (Last Name First and ADDRESSSES)
JOHN DEERE IND EQUIPMENT CO.
P. O. BOX 65090
WEST DES MOINES IA 50326
FORM-JOHN DEERE IND EQUIP CO
MOLINE, IL

3. MATURITY DATE
If Any 26 JUL 95
FORM NO. 9902 (Rev. 1-78) (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing file No. 257499
BK 437 PG 150
Filed with ANNE ARUNDEL MD Date Filed 26 JUL 95

RECORD FEE 10.00
POSTAGE .50

4192450 0345 001 109:39

- 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.

12/09/87
JA

10.
Number of Additional Sheets Presented 02DEC87

CLERK OF CIRCUIT CRT
& UCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21403

DEERE CREDIT SERVICES INC.

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

By *[Signature]* _____
Signature of Secured Party
MANAGER OF John Deere Company
Manager, Processing

FILING OFFICER CODE — ALPHABETICAL

STANDARD FORM — FORM UCC-3

BOOK 520 PAGE 459

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

1. DEBTOR(S) (Last Name First and ADDRESS):
ANNAPOLIS 4-A RENTAL
1919 LINCOLN DR
ANNAPOLIS MD 21401
DPFR3602S HQ

2. SECURED PARTY(IES) and ADDRESS:
JOHN DEERE COMPANY
P. O. BOX 55040
WEST DES MOINES IA 50265
FORMERLY: JOHN DEERE COMPANY
COLUMBUS, OH

3. MATURITY DATE
(If Any) 05MAY88
FOR FILING OFFICER (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing file No. 267334
Filed with ANNE ARUNDEL MD BK 511 PG 430 Date Filed 05MAY87

RETURN 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.

#192460 0345 R01 109:40
12/08/87
JA

10. [Redacted Box]
Number of Additional Sheets Presented 02DEC87

10. CLERK OF CIRCUIT CRT
& UCC DIVISION
ANNE ARUNDEL COUNTY
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** of John Deere Company
Manager, Processing

FILING OFFICER COPY -- ALPHABETICAL

STANDARD FORM -- FORM UCC-3

"NOT SUBJECT TO RECORDATION TAX"

STATE OF MARYLAND

520 460
270817

FINANCING STATEMENT FORM UCC-1

Identifying File No.

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

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

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

This financing statement Dated November 25, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

DEBTOR

Name Pyles, James, G.
Address 4874 Idlewilde Road, Shady Side, Maryland 20764

SECURED PARTY

Name Key Financial Services Inc.
Address 29 Sawyer Rd.
Waltham, MA 02254

RECORD FEE 11.00

POSTAGE .50

4182470 0345 001 109140

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

12/08/87

Maturity date of obligation (if any)

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

1980 Mariner Pilot House 38' Hull # MYN38005M80
USCG O/N: 633725
Engine: Perkins 4-108, 50hp, diesel, serial # ED22195U
Additional Equipment: 4 sails, roller furling hood
seafurl, VHF, Kenyon 2 burner stove, 110v shore power,
Naucold refrigerator, danforth compass, Furuno radar,
Loran C

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 C. Pyles
(Signature of Debtor)

James C. Pyles
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mary C. M. Kubal
(Signature of Secured Party)

Key Financial Services Inc.

Type or Print Above Signature on Above Line

520

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

RETURN TO:
EQUITABLE BANK, N.A.
100 S. Charles Street,
Baltimore, Md. 21201

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For filing Office 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 - I.D. 259750
Date of Filing November 20, 1985
Maturity date (if any)

Record Reference Liber = 493
Folio = 89

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

Hartley Marine, Inc. 111 West Central Ave. Edgewater, Maryland 21037

Name of Secured Party or assignee	No.	Street	City	State
-----------------------------------	-----	--------	------	-------

United Bank & Trust Company of Maryland 9420 Pennsylvania Ave., Upper Marlboro, 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

RECORD FEE 10.00
POSTAGE .50
#192400 C345 R01 T09441

12/08/87
3A

Debtor(s) or assignor(s)
Hartley Marine, Inc.

Melanie A. Wright

(Type or print name under signature)

United Bank & Trust Company of Maryland
(Seal)
(Corporate, Trade or Firm Name)

Signature of Secured Party or Assignee

Bernard F. Murray, Senior Vice President

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

520 452

Ford Motor Credit Company

FINANCING STATEMENT CHANGE

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

Jy 93

1. Debtor(s) (Last Name First) and Address(es)
Grass Roots, Inc.
501 Central Ave
Davidsonville, MD 21036

2. Secured Party(ies) and Address(es)
CITICORP - The Cit.

3. Maturity Date
For Filing Officer (Date, Title, Number and Filing Office)

RECORD FEE 10.00
POSTAGE .50
#140500 0245 R01 709:42
This instrument prepared by: 12/09/87

This Statement refers to original Financing Statement No. 258001
Date filed: 8-16 1985 Filed with CITICORP - The Cit.

- A. CONTINUATION -- The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.
- B. PARTIAL RELEASE -- From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the property indicated below.
- C. ASSIGNMENT -- The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the property indicated below.
- D. TERMINATION -- The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
- E. AMENDMENT -- The financing statement bearing the above file number is amended:
 - To show the Secured Party's new address as indicated above;
 - To show the Debtor's new address as indicated above;
 - As set forth below.

Liber 488
Pg 363

Dated: December 4, 1987 (Signature of Debtor, if required) (Debtor)
By: Carl Robertson (Signature of Secured Party) (Secured Party)

F.M.C.C.
DEC 66 7288-A
Previous editions may NOT be used.

FILING OFFICER COPY - ALPHABETICAL

520-400

270818

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))
Wm. Robinson Smith T/A Wm.
Robinson Smith Trucking Co.
1219 Perkin Road
Pasadena, Maryland 21122

2 Secured Party(ies) and Address(es)
Beltway Ford Truck Sales, Inc.
8300 Ardwick Ardmore Road
Landover, Maryland 20785

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

RECORD FEE 12.00
POSTAGE .50
#JPC-90-0345 R01 T09:41

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

1979 Ford F700 S/N F70BVEB0453

with 18' van

5 Assignee(s) of Secured Party and Address(es)
Associates Commercial Corp
1301 McCormick Drive
Landover, Maryland 20785
Suite 200

DOCUEMNT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES
CONTRACT SIGNED BY DEBTOR.

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

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

Filed with: ANNE ARUNDEL COUNTY 1335760/23

WM. ROBINSON SMITH BELTWAY FORD TRUCK SALES INC.
By: *W. Smith* 10-9-80 By: *Dorothy C. Collier*
Signature(s) of Debtors Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

603469 Rev 12-80

1800

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

520 401

Identifying File No. 270849

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 DOUG NETTLES & ASSOCIATES, INC. (A MARYLAND CORP.) d/b/a
OUTFITTERS OF ANNAPOLIS, LIMITED
Address 326 First Street, Annapolis, Maryland 21403

2. SECURED PARTY

Name OUTBOARD MARINE ACCEPTANCE CORPORATION
Address 100 Sea-Horse Dr., Waukegan, Illinois 60085

Person And Address To Whom Statement Is To Be Returned 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 present and future inventory in the possession, custody or control of debtor which are manufactured by or sold by or delivered by **OUTBOARD MARINE CORPORATION**, its subsidiaries, divisions, branches, and/or product groups which bear various tradenames, and markings, together with all parts and accessories and all replacements, substitutions and additions, all present and future General Intangibles and all cash and non-cash proceeds of all of the foregoing.

RECORD FEE 12.00

POSTAGE .50

HL92520 0345 R01 T09#43

12/09/87

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)

DOUG NETTLES & ASSOCIATES, INC.
d/b/a OUTFITTERS OF ANNAPOLIS, LIMITED

X Douglas M. Nettles
(Signature of Debtor)

Douglas M. Nettles, Pres.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

12.50

OUTBOARD MARINE ACCEPTANCE CORPORATION

Ralph L. Dill
(Signature of Secured Party)

Ralph L. Dill (auth. signature)

Type or Print Above Signature on Above Line



BOOK 520 PAGE 405

NOT SUBJECT TO RECORDATION TAX

Financing Statement

PRINT OR TYPE ALL INFORMATION

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

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

LOCAL (CLERK OF Anne Arundel County)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

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

23262

Index numbers of subsequent statements (For office use only)

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

Stanley A. Ecton & Patricia E. Ecton
T/A Ecton Leasing
7936 Tralee Court
Laurel, MD 20707

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

- ORIGINAL FINANCING STATEMENT
The debtor(s) hereby grant(s) to the secured party a security interest in the collateral described herein to secure all debts owed by debtor(s) to the secured party except as limited by separate written agreement.
- CONTINUATION-ORIGINAL, STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

RECORD FEE 13.00

STAMPAGE .50

#192540 0345 R01 T09:44

Name & address of Secured Party

Sovran Bank, N.A.
10440 Main Street
Fairfax, VA 22030

Name & address of Assignee

SR 12/08/87

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 AST-AT Computer, Bernoulli Box 10110, Epson Dot Matrix Printer, computer stand, and all computers and accessories now owned or hereafter acquired and all inventories and equipment held for leasing.

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.
Senior security interest in all assets of the Borrower now owned or hereafter acquired, including but not limited to inventory, accounts receivable, notes receivable, furniture, fixtures, machinery, equipment, contract rights, chattel paper instruments, equipment and software leases, documents, and general intangibles.

Describe Real Estate if applicable:

Stanley A. Ecton & Patricia E. Ecton
T/A Ecton Leasing

11/10/87

Sovran Bank, N.A.

12/2/87

Signature of Debtor if applicable (Date)

Stanley A. Ecton
Patricia E. Ecton 12/2/87

Signature of Secured Party if applicable (Date)

Ron Parady
Ron Parady, A.N.P.

FINANCING STATEMENT

NOT TO BE RECORDED IN LAND RECORDS
NOT SUBJECT TO RECORDING TAX

520 400
270851

1. LESSEE: Ornamental Iron Works, Inc.
 Name or Names
145 8th Ave., N.W., Glen Burnie, MD 21061
 Address - Street No. City County State Zip Code

2. LESSOR LCA LEASING, INC.
P.O. BOX 152 STEVENSON, MARYLAND 21153

3. This Financing Statement covers the following types of property:
(Described - Separate list attached, if necessary).

1 - Lincoln Weld-and-Power #k1292

RECORD FEE 11.00

POSTAGE .50

#19250 0345 R01 T09:45

12/08/87

5

This transaction is a true lease and is not intended by the parties as a secured transaction; filing is only intended to make the true lease a matter of public record. The Lessor is the owner of the property including all accessories, attachments, additions and any substitutions of similar equipment, and the Lessee has no rights, expressed or implied to sell, exchange, encumber or otherwise dispose of the property.

LESSEE: ORNAMENTAL IRON WORKS, INC.

LESSOR:

Elizabeth B. Givens
Signature of Lessee Title

LCA LEASING, INC.

Elizabeth B. Givens, President
Type or Print Name of Above

Jonathan S. Waranch
Signature of Lessor

Jonathan S. Waranch
Type or Print Name of Above

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

LCA LEASING, INC.
P.O. BOX 152
STEVENSON, MARYLAND 21153-0152

507- 520 01437

270852

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code. (No. of Additional Sheets Presented: -0-)

3. The Debtor is a financing entity.

1. Debtor(s) (Last Name First and Address(es))
Lee's Texaco & Academy Texaco
11209 Colorado St.
Clinton, Md. 20735
Equip. Location: 2006 West St.
Annapolis, Md.

2. Secured Party(ies) Name(s) and Address(es)
Fiermonti, Inc.
6121 Carlisle Pike
Mechanicsburg, Pa. 17055

4. For Filing Office: Date, Time, No. Filing Office
RECORD FEE 11.00
POSTAGE .50
#170560 0345 R01 T09145
12/09/87
JA

5. The Financing Statement covers the following types (or name) of property:
1- Tidel TACC II Safe s/n 51644
1- 40' aluminum sea container s/n 471393

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

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

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

9. Name of a Record Owner

No. & Street Town or City County Section Block Lot

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

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

Lee's Texaco & Academy Texaco Fiermonti, Inc.

By: Arkley W. Smith, Jr. By: [Signature]

(5/83) 1150 (Required only if item 10 is checked)

BOOK 520 PAGE 455

270853

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

3. Maturity date (if any): N/A

1. Debtor(s) (Last Name First, and address(es))
The Laurel Motel
A Ltd. Partnership
~~XXXXX Knights Inn XXXXX~~
2040 S. Hamilton Rd.
Columbus, OH 43232

2. Secured Party(ies) (and address(es))
Telerent Leasing Corp.
4505 Falls of Neuse Rd.
Raleigh, NC 27609

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

RECORD FEE 12.00
POSTAGE .50

4. This financing statement covers the following types (or items) of property:
112 Teknika, Model #3679TL, 19" color televisions.
10 Teknika, Model #RC300R, 19" color televisions.
10 Remote control units & locking furniture swivels to secure remotes.
119 Locking furniture swivels for TV's.
1 Locking pedestal stand for TV.
Distribution system consisting of 120 outlets.
Installed in Knights Inn, 3455 Laurel - Ft. Meade Road, Laurel, MD, in accordance with Lease Agreement No. 4606; and
3-channel 2.8 meter Scientific Atlanta Satellite Earth Station installed in accordance with Addendum 1 to Lease No. 4606

5. Assignees of Secured Party and Address: 12/03/97
UCC-1 Filing not subject to recordation tax.

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

Filed with
Clerk Anne Arundel County
Annapolis, MD

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

The Laurel Motel, A Ltd. Partnership
~~T/A Knights Inn XXXXX~~
By ~~XXXXX~~ Cardinal Industries, Inc., General Partner
By *H E Butler* Vice Pres.
H E Butler Signature(s) of Debtor(s)
Title

Telerent Leasing Corporation
By *Suzanne P...*
Signature(s) of Secured Party(ies)
Contract Analyst
Title

STANDARD FORM - FORM UCC-1.

520 459

270854

FINANCING STATEMENT

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

5. Debtor(s) Name(s) Willow Enterprises, Inc Address(es) 118 Roesler Rd, Glen Burnie, Md 21061

6. Secured Party Willow Enterprises, Inc Address 325 Roesler Rd, Glen Burnie, Md 21061
 Attention Louis Wilner

RECORD FEE 12.00
 POSTAGE .50

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

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:

Willow Enterprises, Inc (Seal)

by

Larry J. Wilner - Pres (Seal)

Larry J. Wilner - Pres

Larry J. Wilner (Seal)

Larry J. Wilner

(Seal)

Secured Party

Willow Enterprises, Inc (Seal)

Type name and title

Louis Wilner - Sec Treas

Assignee- Firestone Financial Corp
 38 Glen Ave, Newton Center, Mass
 02159

12/50

SCHEDULE A

BOOK 520 PAGE 470

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

~~installment contract dated December 31, 1987 Between Willow Enterprises, Inc.~~

~~(Seller) and Willow Enterprises (Buyer)~~

5 Taito Double Dragons-189340-189358-189362-189375-189338

5 Betson Big Choice Cranes BTS 2826-2795-2834-2899-2859

6 Wurlitzer 1015 Music Boxes-27085425-27085418-27085441
27085417-27085420-27035437

6 Williams Tic Tac Shuffle-44616-44689-43294-43862- 44696-44699

STATE OF MARYLAND

BOOK 520 - 411

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270383

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0000

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 WALKER, JAMES M. and WALKER, JEAN F.

Address 838 DERBY FARMS DR., SEVERN, MD 21144

2. SECURED PARTY

Name Maryland National Bank

Address 326 First Street, Annapolis, Maryland 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 SKEEPER 20'7" MODEL YR 1988 HULL #: STE25015J788
HOVE SURGE: (S) 838 DERBY FARMS DR. SEVERN MD 21144
(W) SAME AS SUMMER
TRAILER:
1988 SKEEPER
SERIAL #: D45854
JOHNSON 200 HP SER#: 7743571

Name and address of Assessor
RECORD FEE 12.00
RECORD TAX 42.00
POSTAGE .50
#100330 0345 P01 T10:10
12/09/87
JA

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SIGN HERE → James M. Walker
(Signature of Debtor)

JAMES M. WALKER
Type or Print Above Name on Above Line

SIGN HERE → Jean F. Walker
(Signature of Debtor)

JEAN F. WALKER
Type or Print Above Signature on Above Line

Jerry Williams
(Signature of Secured Party)

Maryland National Bank
Type or Print Above Signature on Above Line

12
42.50

MD 605375
 1X0509831

TITLE ONLY CHECK FILL OUT SECTIONS 1, 2, 4, 5
 REGISTRATION ONLY CHECK FILL OUT SECTIONS 1, 3, 4, 5
 TITLE AND REGISTRATION CHECK FILL OUT ALL SECTIONS
 PLEASE READ INSTRUCTIONS ON BACK

WHEN VALIDATED BY THE DEPARTMENT MAY BE USED AS A TEMPORARY CERTIFICATE OF REGISTRATION UNTIL 60 DAYS AFTER THE VALIDATION DATE

BOOK 520 PAGE 422

SECTION 1 (ALL APPLICANTS)

PLEASE PRINT OR TYPE

A. NAME OF APPLICANT (FIRST MIDDLE LAST) DATE OF BIRTH B. ADDRESS
 JAMES M. WALKER 2-10-46 838 DERBY FARMS DR.
 STREET
 SEVERN, MD 21144 STATE ZIP CODE
 COUNTY DAYTIME PHONE NO. (301) 247-5677

C. NAME(S) OF CO-OWNER(S) DATE OF BIRTH DEPT. USE
 JUAN F. WALKER 3-31-49

IF BOAT DEALER CHECK

SECTION 2 (APPLICANTS FOR TITLE ONLY OR TITLE AND REGISTRATION)

D. NATIONALITY OF APPLICANT DEPT. USE E. CHECK ONE NEW OR USED F. DATE OF PURCHASE OR 11/09/87
 U.S. 115-AAA 11/09/87

G. IF USED BOAT WITH NUMBER, PLEASE WRITE NUMBER HERE. IF USED BOAT WITH NO NUMBER, PLEASE EXPLAIN.
 11/16/87*679072*BTTX \$584.85
 11/16/87*679072*BTFE \$2.00
 11/16/87*679072*BREG 186380 \$12.00
 11/16/87*679072*B5NR \$15.00
 CHECKS TEND. \$613.85

H. GROSS PURCHASE PRICE \$ 11,697.00 I. SELLER'S NAME AND ADDRESS IF DEALER GIVE LIC. NO.
 JIM'S ANCHORAGE CORP. R.D. #1-LAKE RAYSTON HESSON, PA 18667

J. IF TO BE USED FOR RENT OR LEASE CHECK K. BUILDER SKENNER L. HULL IDENTIFICATION NO. ST225015J788 M. YEAR 1987 N. LENGTH 30 FT. 7 IN.

D. TYPE (CHECK ONE) P. HULL MATERIAL (CHECK ONE)
 OPEN 1 CABIN 2 WOOD 1 STEEL 2 ALUMINUM 3
 HOUSE 3 OTHER 9 FIBERGLASS 4 OTHER 9 INFLATABLE 5

Q. LIENHOLDER NAME (IF NO LIEN, WRITE NONE) R. DATE OF LIEN S. AMOUNT
 Maryland National Bank 11/09/87 \$ 6,000.00

T. LIENHOLDER ADDRESS (STREET, CITY, STATE, ZIP CODE)
 326 First Street
 Annapolis, Maryland 21403

SECTION 3 (APPLICANTS FOR REGISTRATION ONLY OR TITLE AND REGISTRATION)

U. USE (CHECK ONE) V. FUEL (CHECK ONE)
 PLEASURE 1 RENT OR LEASE 2 DEMONSTRATION 3 GASOLINE 1 DIESEL 2
 COMM. PASSENGER 4 FIRE/RESCUE GOVT. ONLY 7 GOVERNMENT 8 COMM. OTHER 9 ELECTRIC 3 OTHER 9

W. WHERE KEPT (CREEK, RIVER, COUNTY) IF KEPT ON TRAILER AT HOME, CHECK X
 838 DERBY FARMS DR. DEPT. USE 999AA

X. PROPULSION (CHECK ONE) Y. ENGINE MANUFACTURER(S) JOHNSON Z. TOTAL HORSEPOWER 200 HP
 INBOARD 1 OUTBOARD 2 INBOARD/OUTBOARD 3 SAIL ONLY 4
 AUX. SAIL INBOARD 5 AUX. SAIL OUTBOARD 6 OTHER 9

IF APPLYING FOR REGISTRATION ONLY, WRITE BOAT NUMBER AS SHOWN ON TITLE MD- HAVE YOU REGISTERED THIS BOAT IN MARYLAND BEFORE? NO YES IF YES, WHAT YEAR? 19

SECTION 4 TAXES AND FEES (ALL APPLICANTS)

EXCISE TAX (5% OF GROSS PURCHASE PRICE WITH A MINIMUM OF \$5.00)	584.85
TITLE FEE	\$2.00
REGISTRATION FEE UNLESS VESSEL IS 16 FEET OR UNDER AND POWERED WITH A TOTAL OF 7 HP OR UNDER - IN THIS CASE THERE IS NO FEE - LINE OUT THE \$12.00 AND ENTER FEE IN THIS SPACE →	\$12.00
SECURITY INTEREST FILING FEE (PAY ONLY IF LIEN IS TO BE RECORDED ON BOAT)	\$15.00
TOTAL	613.85

SECTION 5 CERTIFICATION (ALL APPLICANTS)

I/We listed above am/are the purchasers of the vessel described above and do hereby make application for the Certificate(s) checked above and certify, under penalty of perjury, that the statements made herein are true and correct, to the best of my/our knowledge, information, and belief, and that the vessel is subject to the lien and encumbrance listed and none other.

SIGNATURES	DATE
JAMES M. WALKER	11/09/87
JUAN F. WALKER	11/09/87

MAIL TO DEPARTMENT OR TAKE TO DEPARTMENT OR REGIONAL SERVICE CENTER. DO NOT MAIL CASH. MAKE CHECKS PAYABLE TO DEPARTMENT OF NATURAL RESOURCES. ATTACH DOCUMENTS DESCRIBED ON BACK. DNR-B-200(4/87)

MUST BE SIGNED PERSONALLY BY THE APPLICANT; IF FIRM OR CORPORATION BY ONE OF ITS LEGAL OFFICERS DESIGNATING OFFICIAL CAPACITY AFTER SIGNATURE. IF JOINT OWNERSHIP SIGNATURE OF EACH PARTY MUST APPEAR

279855

800 520 4413

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

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

Debtor: (Last Name, First, and address)
Unicom Computer Corporation
One Harbor Drive
Sausalito, CA 44965-1474

Secured Party: (and address)
Continental Illinois National
Bank and Trust Company of Chicago
231 South LaSalle Street
Chicago, Illinois 60697

1. This financing statement covers the following type(s) of property:

ASSIGNEE OF SECURED PARTY

See Exhibit A attached hereto and made a part hereof.

RECORDATION TAX IS NOT REQUIRED.

RECORD FEE 17.00
POSTAGE .50
#193000 0345 R01 T10:30
12/08/87

2 Priority of Collateral also covered.

Additional sheets presented: Anne Arund County,
X Filed with Office of ~~Secretary of State~~ Maryland
Debtor is a transmitting utility as defined in UCC 9-105.

UNICOM COMPUTER CORPORATION
KAREN PHILLIPS/DIRECTOR OF OPERATIONS

By *Karen Phillips*
Signature of Debtor (Required in Most Cases)
Signature of Secured Party in Cases Governed by UCC 9-402(d)

This form of financing statement is approved by the Secretary of State.

STANDARD FORM - UNIFORM COMMERCIAL CODE - REVISED TO PARAGRAPH 1978

520-474
No Recordation Tax is Required

Exhibit A to Financing Statement
Unicom Computer Corporation, Debtor
and
Continental Illinois National Bank
and Trust Company of Chicago, Secured Party

Debtor hereby assigns to the Secured Party and grants to the Secured Party a continuing security interest in, the following, whether now owned or hereafter acquired (other than the property listed on Schedule 1 attached hereto until such time as the non-recourse financing related thereto is repaid by Debtor in full):

- (a) all inventory, accounts, contract rights and documents of title of Debtor;
- (b) all leases of Debtor in which Debtor leases property as lessor ("Leases") all payments of any kind or character due or to become due under such Leases ("Lease Payments") and all rights, benefits and powers of Debtor under the Leases;
- (c) to the extent not included in clause (b) above, all chattel paper and instruments evidencing any obligation to Debtor for payment for goods sold or leased or services rendered;
- (d) all interest of Debtor in any goods the sale or lease of which shall have given or shall give rise to, and in all guaranties and other property securing the payment of or performance under, any Leases, accounts, Lease Payments, contract rights or general intangibles, or any chattel paper or instruments referred to in clause (c) above;
- (e) all general intangibles of Debtor;
- (f) all rights of Debtor to any fees, payments, reimbursements or compensation payable to Debtor in its capacity as manager and/or general partner of any partnership and the Debtor's rights to receive its share of profits, income, surplus and other distributions, including upon dissolution or cessation of operations of any such partnership or otherwise;
- (g) any and all balances, credits, deposits (general or special, time or demand, provisional or final), accounts or money of or in the name of Debtor now or hereafter with the Secured Party and any and all property of every kind or description of or in the name of Debtor now or hereafter, for any reason or purpose whatsoever, in the possession or control

520 475

Exhibit A to Financing Statement
Unicom Computer Corporation, Debtor
and
Continental Illinois National Bank
and Trust Company of Chicago, Secured Party

of, or in transit to, the Secured Party or any agent or bailee
for the Secured Party; and

(h) all proceeds (including but not limited to
insurance proceeds) and products of any of the foregoing.

520 p 478

Schedule 1 to Financing Statement
Unicom Computer Corporation, Debtor
and
Continental Illinois National Bank
and Trust Company of Chicago, Secured Party

LENDOR	LEASE	SCHED.	INVENTORY	SERIAL #	9/30/87	
					LOAN BAL.	BOOK BAL.
Citicorp Elmira, N.Y.	35600	001	(1) IBM 4381 Q14	12247		
			(1) IBM 3205 100	04051		
			(1) IBM 3880 003	12142		
			(1) IBM 3380 AA4	17726		
					\$804,606	-0-*
CIT Canton, MA	19400	005	(1) IBM 3178 C10	U7517		
			"	U7567		
			"	U7872		
			"	U7873		
			"	U7135		
			"	U7874		
			"	U7875		
			"	U7876		
			"	U7878		
			"	U7882		
			"	U8040		
			"	U8163		
			"	U8164		
"	U8167					
"	U8252			\$43,614	4,073	

* Inventory does not appear on Unicom Computer Corporation's financial statements because lease is classified as a "broker" type lease - non-recourse debt and minimum lease payments are offset.

FINANCING STATEMENT—MARYLAND

File No. _____

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

- 1. The name and address of the Debtor is:
Corman Construction, Inc.
2111 Annapolis Junction Road
Jessup, MD 20794-0160
- 2. The name and address of the Secured Party (or Assignee) is:
First Virginia Commercial Corporation
6400 Arlington Boulevard
Falls Church, VA 22046
- 3. The maturity date of the obligation (if any) is: _____

4. This Financing Statement covers the following type(s) of property: (Describe)
As per Schedule "A" which is attached hereto and made a part hereof.

5. Check the lines which apply if any, and supply the information indicated:

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

RECORD FEE 11.00
POSTAGE .50

(If Collateral is goods which will or are to become fixtures, complete this section and type conspicuously at the top the following "To be Recorded in the Land Records") The above goods are affixed or are to be affixed to: (describe real estate)

12/08/87
JA

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

6. Transaction is is not (check which applies) subject to recordation tax imposed by Article 81, section 277 and 278, Ann. Code of Maryland. If answer is in affirmative, the principal amount of the debt initially incurred is \$_____.

Debtor(s):

Corman Construction, Inc.

William G. Cox

William G. Cox, President

Secured Party:

First Virginia Commercial Corporation

Harold V. Dellinger, II

Harold V. Dellinger, II
Vice President

(TYPE NAME AND TITLE)

Please return to the Secured Party at the address shown in number 2 above.
All Information Must Be Typewritten or Printed in Ink

1150

Schedule "A"

Attached hereto and made a part of Note and Security Agreement dated November 30, 1987, between First Virginia Commercial Corporation and Corman Construction, Inc., Debtor

- One (1) BOMAG Model BW172D Single drum vibratory roller powered by Deutz F4L912, 70.5 HP diesel engine, with 66.2 inch rolling width, articulated steering with oscillating center joint, wheel drive plus drum drive, instrument panel vandal cover

- One (1) BOMAG Model BW172PD Single drum vibratory roller powered by Deutz F4L912, 70.5 HP diesel engine, with 66.2 inch rolling width padfoot drum, articulated steering with oscillating center joint, wheel drive with limited slip differential plus drum drive, instrument panel vandal cover

BOOK 520 PAGE 479

270857

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: PO BOX 635
CITY & STATE: LANHAM 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	
CARLON BENNETT		11-19-87	
1604 FOREST AVE		ACCOUNT NO	TAB
FT MEADE MD		904407804	9411
		20755	

Filed with: ANNE ARUNDEL

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)

"THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY: CERTAIN HOUSEHOLD GOODS AND OTHER COLLATERAL"

RECORD FEE 11.00
RECORD TAX 14.00
POSTAGE .50
#193020 0345 R01 T10431
12/08/87

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 \$ 1998.49

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC. (SECURED PARTY)
BY Michael M. Hutter TITLE
Carlton Bennett DEBTOR
Carlton Bennett DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

11/4/87

270858

BOOK 520 PAGE 450

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))

Comdisco, Inc.
6400 Shafer Court
Rosemont, IL 60018
SL 08541

2 Secured Party(ies) and address(es)

Edgewood Bank
1023 W. 55th Street
Countryside, IL 60525

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

RECORD FEE 25.00
POSTAGE .50

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

Chattel paper, i.e., a Lease from Comdisco, Inc. to
DELUXE CHECK PRINTERS, INC.
1080 W. County Road E-St. Paul, MN 55164-0399
of Equipment as described together with
the rentals and proceeds thereof and the equipment
described in said lease. See attached equipment list.

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

12/08/87
JA

NOT
~~XXX~~ SUBJECT TO RECORDATION TAX - TRUE LEASE

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

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with

Anne Arundel County Clerk, MD

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

COMDISCO, INC.

KIM FIELDLER - SENIOR TRANSACTION ADM.

EDGEWOOD BANK

TAYLOR H. JAEGER - VICE PRESIDENT

By: *Kim Fieldler*
Signature(s) of Debtor(s)

Title

By: *Taylor H. Jaeger*
Signature(s) of Secured Party(ies)

Title

(Filing Officer Copy-Alpha)

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

SL08541

EXHIBIT A
CAPITAL EQUIPMENT

520 181

EQUIPMENT SCHEDULE NO. CE-24 DATED AS OF February 26, 1987
TO MASTER LEASE AGREEMENT DATED AS OF April 6, 1979 ("Master Lease")

LESSEE: DELUXE CHECK PRINTERS, INC.

LESSOR: COMDISCO, INC.

Admin. Contact/Phone No. Mr. Richard Little
(612) 483-7382

Address for All Notices:

Address for Notices 1080 W. County Rd. F
P.O. Box 64399
St. Paul, MN 55164-0399
Attn: Mr. Richard Little

6400 Shafer Court
Rosemont, Illinois 60018
Attn: Capital Equipment Lease Administration

Central Billing Location: 7476 Candlewood
Linthicum Heights, MD 21207

Investment Tax Credit
(on order New Equipment)
for the account of:

Lessee Reference No.: _____
(24 digits maximum)

Lessor _____
Lessee _____
N/A X

Location of Equipment: 7476 Candlewood
Linthicum Heights, MD 21207

Initial Term: 20 Quarters

EQUIPMENT (as defined below):

Lease Rate Factor 1.8128%

Item No.	Qty.	Manufacturer	Machine Type/ Feature	Description	Serial Number	Monthly Quarterly Rent
1.	1	AT&T	System 75	PBX Telephone System	SEE ATTACHED	\$1,700.08

SEE ATTACHED EQUIPMENT SUPPLEMENT

Commencement letter dated July 21, 1987 will serve to amend Capital Equipment Schedule CE-24 dated February 26, 1987 in the following manner: Your total Lessor's cost has been increased from \$93,781.58 to \$106,636.18 to reflect the total cost of the equipment. Therefore, your monthly rent has increased from \$1,700.08 to \$1,933.10. All other terms and conditions of Capital Equipment Schedule CE-24 will remain in full force and effect.



ACTIVITY REPORT

Account Number: 0017 98610 42
 Invoice Number: 8062076036
 Page Number: 2
 Invoice Date: 01-22-87

Item No.	Quantity	Description Prod. No./SO No. PO No.	Terms Expiration Date	Type of Action	Purchase Price (Per Unit)	Total Purchase Price	Other One-Time Charges (Per Unit)	Total One-Time Charges	Monthly Charge (Per Unit)	Total Partial Period Service Charges
THE FOLLOWING EQUIPMENT/PRICE IS PROVIDED AT ACCOUNT #00179861042 DELUXE CHECK PRINTERS LOCATION #00179860949 DELUXE CHECK PRINTERS 7476 CANOLE WOOD ROAD HANOVER MD 21076 3108										
1	1	WHIRE LABOR 00108 /SO 03487796401		Svc Chrg 12-22-86				\$210.00*		
2	1	WHIRE MATERIAL 08187 /SO 00487796401		Svc Chrg 12-22-86			\$144.00	\$144.00		
3	1	SHIP/HANDLE CHARGES 0581-000 /SO 03487796401		Svc Chrg 12-22-86			\$10.00	\$10.00		
4	1	SHIP/HANDLE CHARGES 0681-000 /SO 0008175401		Svc Chrg 01-20-87			\$232.48	\$232.48		
5	1	AUTO RT SEL 1231-ARS /SO 00505175401		Purchase 01-20-87	\$6,000.00	\$6,000.00		\$6,000.00		
6	1	VOICE APP BFT 1231-VAS /SO 0008175401		Purchase 01-20-87	\$12,000.00	\$12,000.00		\$12,000.00		
7	2	MISC WRMND/TBM 2771-000 /SO 03487796401		Purchase 12-22-86	\$6.00	\$12.00		\$12.00		
8	2	SET TT BURE 3108-1TD /SO 03487796401		Purchase 12-22-86	\$55.00	\$110.00		\$110.00		
9	2	SET TT DESK 3108-1TD /SO 03487796401		Install 12-22-86				\$24.00*		
10	1	MADE UP MESSAGE RIBBET 31811 /SO 0008175401		Purchase 01-20-87	\$48.00	\$48.00		\$48.00		
11	4	EXTERNAL RINGER 31819 /SO 00505175401		Purchase 01-20-87	\$25.00	\$100.00		\$100.00		
12	4	EXTERNAL RINGER 31819 /SO 0008175401		Install 01-20-87				\$18.00		
13	12	STARSET H OD HOST 3122-002 /SO 00505175401		Purchase 01-20-87	\$150.00	\$1,820.00		\$1,820.00		
14	18	BURRA OD HEADSET 3122-012 /SO 00505175401		Purchase 01-20-87	\$130.00	\$1,890.00		\$1,890.00		
15	9	BOL LN W/ARM VT 3170-00AMP /SO 00505175401		Purchase 01-20-87	\$110.00	\$990.00		\$990.00		

520 442

* Taxes not applicable



ACTIVITY REPORT

Account Number: 0017 98610 42
 Invoice Number: 8062076036
 Page Number: 3
 Invoice Date: 01-22-87

Item No.	Quantity	Description Prod. No. / SO No. PO No.	Terms Expiration Date	Type of Action	Purchase Price (Per Unit)	Total Purchase Price	Other One-Time Charges (Per Unit)	Total One-Time Charges	Monthly Charge (Per Unit)	Total Partial Period Service Charges
16	3	EQ LN W/WV VT 3170-00MP /SO 80505175-401		Install 01-20-87			\$19 00	\$171 00*		
17	8	SPEAKERPHONE MODULE 31711 /SO 80505175-401		Purchase 01-20-87	\$215 00	\$645 00	\$18 00	\$54 00*		
18	3	SPEAKERPHONE MODULE 31711 /SO 80505175-401		Install 01-20-87						
19	20	NEST BOB FOR SPKR SET 31731 /SO 80505175-401		Purchase 01-20-87	\$180 00	\$3,200 00	\$20 00	\$400 00*		
20	20	MOB1 MOD FOR SPKR SET 31731 /SO 80505175-401		Install 01-20-87						
21	3	408 DR VT PLUS DRSP 3175-DRSP /SO 80505175-401		Purchase 01-20-87	\$750 00	\$1,500 00	\$112 00	\$274 00*		
22	2	408 DR VT PLUS DRSP 3175-DRSP /SO 80505175-401		Install 01-20-87						
23	4	48 BUT DIGITAL VT 3178-400P /SO 80505175-401		Purchase 01-20-87	\$500 00	\$2,000 00	\$65 00	\$780 00*		
24	4	48 BUT DIGITAL VT 3178-400P /SO 80505175-401		Install 01-20-87						
25	3	DRSCL DRB ADJ SUP PWR 31787 /SO 80505175-401		Purchase 01-20-87	\$115 00	\$330 00	\$12 00	\$24 00*		
26	2	DRSCL DRB ADJ SUP PWR 31737 /SO 80505175-401		Install 01-20-87						
27	25	108 SPEAKER VT 3178-18SP /SO 80505175-401		Purchase 01-20-87	\$225 00	\$3,450 00	\$40 00	\$1,340 00*		
28	26	108 SPEAKER VT 3178-18SP /SO 80505175-401		Install 01-20-87						
29	5	TT SVS SET W/DRSCL 3178-478 /SO 80505175-401		Purchase 01-20-87	\$85 00	\$425 00	\$10 00	\$50 00*		
30	5	TT SVS SET W/DRSCL 3178-SYS /SO 80505175-401		Install 01-20-87						
31	1	513 BCT DISPLAY 3250-513 /SO 80505175-401		Purchase 01-20-87	\$1,200 00	\$1,200 00				

300-520 100453

* Taxes not applicable

ACTIVITY REPORT



Account Number: 0017 98610 42
 Invoice Number: 8062076036
 Page Number: 4
 Invoice Date: 01-22-87

Item No.	Quantity	Description Prod. No. /SO No. PO No.	Terms Expiration Date	Type of Action	Purchase Price (Per Unit)	Total Purchase Price	Other One-Time Charges (Per Unit)	Total One-Time Charges	Monthly Charge (Per Unit)	Total Partial Period Service Charges
32	1	513 BCT DISPLAY 3750 513 /SO 80505175-401		Install 01-20-87			\$40 00	\$40 00		
33	1	KEYBOARD-183 KEYS 808 28188 /SO: 80505175-401		Purchase 01-20-87	\$235 00	\$235 00		\$235 00		
34	1	KEYBOARD 183 KEYS 885 38103 /SO 80505175-401		Install 01-20-87				\$70 00*		
35	1	POWER UNIT SUPPL 80-487 /SO: 80505175-401		Purchase 01-20-87	\$171 00	\$171 00		\$15 00*		
36	1	POWER UNIT SUPPL 80-407 /SO 80505175-401		Install 01-20-87				\$15 00*		
37	1	LOUDSPEAKER PAGE ACCESS 83134 /SO: 80505175-401		Purchase 01-20-87	\$280 00	\$280 00		\$15 00*		
38	1	LOUDSPEAKER PAGE ACCESS 82134 /SO 80505175-401		Install 01-20-87				\$15 00*		
39	1	8YS 75 MODEL 18 8300-018 /SO: 80505175-401		Purchase 01-20-87	\$20,875 00	\$20,875 00		\$735 00*		
40	1	8YS 75 MODEL 18 8300-018 /SO 80505175-401		Install 01-20-87				\$735 00*		
41	1	ATTND CON/WRP 83108 /SO: 80505175-401		Purchase 01-20-87	\$1,875 00	\$1,875 00		\$75 00*		
42	1	ATTND CON/WRP 83108 /SO 80505175-401		Install 01-20-87				\$75 00*		
43	1	ATTN BEL/CON 83108 /SO: 80505175-401		Purchase 01-20-87	\$880 00	\$880 00		\$23 00*		
44	1	ATTN BEL/CON 83108 /SO 80505175-401		Install 01-20-87				\$23 00*		
45	3	ANALOG LINE 83111 /SO: 80505175-401		Purchase 01-20-87	\$1,445 00	\$4,335 00		\$80 00*		
46	3	ANALOG LINE 83111 /SO 80505175-401		Install 01-20-87				\$80 00*		
47	4	HYBRID LINE 83113 /SO 80505175-401		Purchase 01-20-87	\$1,230 00	\$4,920 00		\$20 00		

5:20 PM 4/84

* Taxes not applicable

ACTIVITY REPORT



Account Number: 0017 98610 42
 Invoice Number: 8062076036
 Page Number: 5 LAST
 Invoice Date: 01-22-87

Item No.	Quantity	Description Prod. No. /SO No. PO No.	Terms Expiration Date	Type of Action	Purchase Price (Per Unit)	Total Purchase Price	Other One-Time Charges (Per Unit)	Total One-Time Charges	Monthly Charge (Per Unit)	Total Partial Period Service Charges
48	4	HYBRID LINE 83113 /SO 80505175-401		Install 01-20-87			\$20 00	\$80 00*		
49	1	DIGITAL LINE 83114 /SO 80505175-401		Purchase 01-20-87	\$1,230 00	\$1,230 00				
50	1	DIGITAL LINE 83114 /SO 80505175-401		Install 01-20-87			\$20 00	\$20 00*		
51	5	CO TRUNK 83115 /SO 80505175-401		Purchase 01-20-87	\$8,675 00	\$8,675 00				
52	5	CO TRUNK 83115 /SO 80505175-401		Install 01-20-87			\$20 00	\$60 00*		
53	1	AUX TRUNK 83116 /SO 80505175-401		Purchase 01-20-87	\$1,120 00	\$1,120 00				
54	1	AUX TRUNK 83116 /SO 80505175-401		Install 01-20-87			\$20 00	\$20 00*		
55	1	EXPANSION MEMORY 1MB 83131 /SO 80505175-401		Purchase 01-20-87	\$5,490 00	\$5,490 00				
56	1	EXPANSION MEMORY 1MB 83131 /SO 80505175-401		Install 01-20-87			\$20 00	\$20 00*		
Subtotals This Location						\$85,398 00		\$4,106 48		\$0 00
Totals This Account						\$85,398 00		\$4,106 48		\$0 00
TOTALS						\$85,398 00		\$4,106 48		\$4,106 48

800-520-4855

Mail to

* taxes not applicable

520 4

270850

File No. 8338-2

For Recording In:

- () MD State Department of Assessments & Taxation
- (X) Anne Arundel County Financing Statement Records

FINANCING STATEMENT

1. Name of Debtor: American Homes Corporation, a Maryland Corporation
647 Revell Highway
Annapolis, MD 21401
2. Name of Secured Party: United Bank and Trust Company of Maryland
9420 Pennsylvania Avenue
Upper Marlboro, MD 20772
3. Address or Description of Property: See Exhibit "A"
4. This Financing Statement covers the following types (or items) of property:

RECORD FEE 13.00
 POSTAGE .50
 #103670 0055 R02 T12:31
 12/08/87

All machinery, apparatus, equipment, fittings, fixtures, furniture and articles of personal property of every kind and nature whatsoever, other than consumable goods (and excluding property owned by tenants which according to the terms of any applicable leases may be removed by such tenants at the expiration of such leases), now or hereafter located in or upon said real estate or any part thereof, and used or useable in connection with any present or future operation of said real estate (hereinafter collectively called "Equipment"), whether now owned or hereafter acquired by Mortgagor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning equipment, elevators, escalators, shades, carpeting, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts, and compressors and all of the right, title and interest of Mortgagor in and to any equipment which may be subject to any title retention or security agreement or instrument superior in lien to the lien of this Financing Statement. It is understood and agreed that all Equipment is to be deemed part and parcel of said real estate and appropriated to the use of said real estate and, whether affixed or annexed or not, shall for the purpose of this Financing Statement be deemed conclusively to be real estate and conveyed hereby. This Financing Statement shall also constitute a Security Agreement between Mortgagor, as Debtor,

1300

BOOK 520 PAGE 487

constitute a Security Agreement between Mortgagor, as Debtor, and Mortgagee, as Secured Party, as to both chattel and fixture items of every type now or hereafter owned by Mortgagor and used or useable in conjunction with the said real estate, and the proceeds thereof, including but not limited to those types of items hereinabove itemized as constituting "Equipment".

5. This Financing Statement is not subject to a Recordation Tax.

Executed this 1st day of December, 1987.

ATTEST:

AMERICAN HOMES CORPORATION, A Maryland Corporation

Katherine M Hill
Secretary

By: [Signature] (SEAL)
CHRISTOPHER H. HILL
President

After recordation, please return this document to:

Richard A. Kramer, Esquire
6196 Oxon Hill Road, Suite 310
Oxon Hill, MD 20745

BOOK 520 PAGE 488

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot 4 in a subdivision known as Plat 2 of 2, SHADOW POINT, a resubdivision of Lot 1 and Residue Parcel as recorded in Plat Book 87, folio 44, as per plat thereof duly recorded among the Land Records of Anne Arundel County, Maryland, at Plat Book 106, pages 27 and 28.

278860

520 489

File No. 8338-1

For Recording In:

- () MD State Department of Assessments & Taxation
- () Anne Arundel County Financing Statement Records

FINANCING STATEMENT

- 1. Name of Debtor: American Homes Corporation, a Maryland Corporation
647 Revell Highway
Annapolis, MD 21401
- 2. Name of Secured Party: United Bank and Trust Company of Maryland
9420 Pennsylvania Avenue
Upper Marlboro, MD 20772

- 3. Address or Description of Property: See Exhibit "A"

RECORD FEE 13.00
 POSTAGE .50
 #108749 0055 REC 112:35
 12/08/87

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

All machinery, apparatus, equipment, fittings, fixtures, furniture and articles of personal property of every kind and nature whatsoever, other than consumable goods (and excluding property owned by tenants which according to the terms of any applicable leases may be removed by such tenants at the expiration of such leases), now or hereafter located in or upon said real estate or any part thereof, and used or useable in connection with any present or future operation of said real estate (hereinafter collectively called "Equipment"), whether now owned or hereafter acquired by Mortgagor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning equipment, elevators, escalators, shades, carpeting, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts, and compressors and all of the right, title and interest of Mortgagor in and to any equipment which may be subject to any title retention or security agreement or instrument superior in lien to the lien of this Financing Statement. It is understood and agreed that all Equipment is to be deemed part and parcel of said real estate and appropriated to the use of said real estate and, whether affixed or annexed or not, shall for the purpose of this Financing Statement be deemed conclusively to be real estate and conveyed hereby. This Financing Statement shall also constitute a Security Agreement between Mortgagor, as Debtor,

13/10
13

13.50

520 400

constitute a Security Agreement between Mortgagor, as Debtor, and Mortgagee, as Secured Party, as to both chattel and fixture items of every type now or hereafter owned by Mortgagor and used or useable in conjunction with the said real estate, and the proceeds thereof, including but not limited to those types of items hereinabove itemized as constituting "Equipment".

5. This Financing Statement is not subject to a Recordation Tax.

Executed this 13th day of December, 1987.

ATTEST:

AMERICAN HOMES CORPORATION, A
Maryland Corporation

Katharine M. Hill
, Secretary

By: Christopher H. Hill (SEAL)
CHRISTOPHER H. HILL
President

After recordation, please return this document to:

Richard A. Kramer, Esquire
6196 Oxon Hill Road, Suite 310
Oxon Hill, MD 20745

BOOK 520 PAGE 401

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot 7A in a subdivision known as Plat 2 of 2, SHADOW POINT, a resubdivision of Lot 1 and Residue Parcel as recorded in Plat Book 87, folio 44, as per plat thereof duly recorded among the Land Records of Anne Arundel County, Maryland, at Plat Book 106, pages 27 and 28.

TRANSACTION IS A CONDITIONAL SALES CONTRACT. DEBTOR WILL OWN PROPERTY UPON THE PAYMENT OF ALL INSTALLMENTS.

MARYLAND FINANCING STATEMENT

520 100 270861 UGC-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: Arundel Crane Service Corporation
(Name or Names)
113 HOLSUM Way, Glen Burnie, MD 21061
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: Atlantic Industrial Credit Corporation
(Name or Names)
8767 Satyr Hill Road, Baltimore, MD 21234
(Address)

3. ASSIGNEE (if any)
of SECURED PARTY: _____
(Name or Names)

(Address)

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

Two - Model 20NE GSI Self-Propelled Aerial Work Platforms
S/N's 86118; 86125

RECORD FEE 11.00

POSTAGE .50

#193910 0777 R01 T14:11

12/08/87
JA

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):
Arundel Crane Service Corporation
By: Gary P. Cearfoss, Secretary
(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: Secured Party

11/50

County - 11220
Recording Fee - \$150.00

BOOK 520 PAGE 403
273862

File No. _____
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

Not subject to Recordation Tax. To Be Recorded in The Land Records
(For Fixtures Only).
XX Subject to Recordation Tax on principal amount of \$ 20,000.00

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

1. The name(s) and address(es) of the Debtor(s) is(are)

<u>Name of Debtor</u>	<u>Address</u>
Jeffrey M. Carolla, D.D.S. Donna O'Brien Carolla	1349 Generals Highway Crownsville, Maryland 21032

2. The name and address of the Secured Party (or Assignee) is:
THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collateral):
See schedule A attached hereto and made a part hereof

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

5. XX Proceeds)	RECORD FEE	12.00
) of the collateral are also specifically covered.	RECORD TAX	140.00
Products)	POSTAGE	.50

<u>Debtor</u>	<u>Secured Party (Assignee)</u>
Jeffrey M. Carolla, D.D.S. Donna O'Brien Carolla	THE CITIZENS NATIONAL BANK

43870 0777 R01 T14:08
12/08/87
JA

By: Jeffrey M. Carolla
Jeffrey M. Carolla, D.D.S.

By: Patrick G. Nolan
Patrick G. Nolan
Commercial Loan Officer

By: Donna O'Brien Carolla
Donna O'Brien Carolla

Type or print all names and titles under signatures.

17 140.50

520 491
 SCHEDULE A
SCHEDULE DESCRIBING COLLATERAL

(This Schedule is to be used to describe the collateral referred to in the SECURITY AGREEMENT executed on the
 1st day of December, 1987, by Debtors and is hereby expressly made a part of said SECURITY
 AGREEMENT.)

DESCRIPTION OF COLLATERAL

All of Borrowers accounts receivable, inventory and equipment now owned or hereafter
 acquired including but not limited to the following:

- | | |
|--|------------------|
| G.E.-Panelipse | #237785DN1 |
| Pelton/Crane Coachman Chair | L4-4021 |
| Pelton/Crane Light Fantastic | EBU-27120 |
| Pelton/Crane Delivery System - Ranger | R2-0224 |
| PC Chairman Model CM | L1-20331 |
| PC Light Fantastic | EBU-03180 |
| PC Ranger Delivery | R4-01849 |
| PC Ranger Model R3 Assist. Evac. | R3-01581 |
| Asst. Chair (PC) | |
| Dr. Chair (PC) | |
| G.E. X-ray Unit | 256923DN4 |
| Dentsply/Cavitron | |
| HSP Alabama Cart | |
| Pelton Crane Omniclave | A-3 61887 |
| Refrigerator - Sanyo - 1.3 ft. ³ | |
| Belmed Nitrous Oxide Manifold | |
| 2 Nitrous Oxide Outlets | |
| Porter MXR Mixing Unit N ₂ O/O ₂ | 51747 |
| Belmed Alarm System | |
| Hustler I Air Compressor | WM-3052 |
| P/C Vacuum "Windmill" | |
| Red Wing Lathe | |
| Torit Model Trimmer | |
| Buffalo Lab Engine (Model 10) | |
| Dark Room - Tank Mixing Valve | |
| Safe Light | |
| Sink and Cabinet | |
| Sink and Cabinet and Worktop | |
| Overhead Storage Unit | |
| White Wall-hung Sink | |
| Custom Reception Desk | |
| Lateral File Cabinet (orange D&F) | |
| Patient Chairs (5) Reception Area | |
| 1 Answering Machine | |
| 1 Pencil Sharpener | |
| 2 Blue Telephones (AT&T) | |
| 1 Bead Sterilizer | |
| 2 X-ray Illuminators | Serial (E115653) |
| 1 Wig-L-Bug | |
| 1 Brass Coat Rack | |
| 1 Yellow Desk - 2 drawer | |
| 1 Storage Cabinet w/4 drawers | |
| 1 Surgery Cabinet | |
| 1 Lafayette Amp | |
| 1 Sansui Receiver | |
| 4 Ceiling Speakers | |
| 1 NUVA Light (U.V. Spectrum) | |
| 1 Plaster Trap | |
| 1 Secretary Stool | |

WITNESS: Patricia M. N.L.

WITNESS: _____

Jeffrey M. Carolla, DDS and Donna O'Brien
 Carolla

Jeffrey M. Carolla, DDS (SEAL)

Donna O'Brien Carolla (SEAL)

Donna O'Brien Carolla
 ADDRESS: 1349 General's Highway
 (STREET)

Crownsville, MD 21032
 (CITY, COUNTY, AND STATE)

(SEAL)

(CORPORATE DEBTOR SIGN BELOW)

Attest:

 (SECRETARY)

BY: _____
 TITLE

File No.
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

Not subject to Recordation Tax. To Be Recorded in The Land Records
(For Fixtures Only).
XX Subject to Recordation Tax on prin-
cipal amount of \$15,000.00....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

<u>Name of Debtor</u>	<u>Address</u>
Bowie Bolt & Supply, Inc.	2404 Crofton Blvd. Crofton, MD 21114

RECORD FEE 11.00

RECORD TAX 105.00

MORTGAGE .50

#193860 0777 001 71408

12/08/87

34

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collateral):

- One Sigma Systems PFX-Electronic Counter Controller S/N1019871
- One Sigma #202-18DSH Feeder S/N 666109
- One Sigma #403 Model 30 Supply Hopper S/N 869
- One Sigma #152/IF-60 16mm product handling unit
- one Sigma #302 18 MPS Bowl
- One Sigma #501 Single System Stand
- One Sigma BC-18 Coating on 18" bowl
- One Sigma #701 Reduction Chute

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

5. ~~XX~~ Proceeds)) of the collateral are also specifically covered.
Products)

Debtor

Secured Party (Assignee)

Bowie Bolt & Supply, Inc.

THE CITIZENS NATIONAL BANK

By: Loyd Dean Weathers
Loyd Dean Weathers, V. Pres.

By: Marilyn F. Horton
Marilyn F. Horton
Assistant Vice President

By: Donna M. Weathers
Donna M. Weathers, President

By:

Type or print all names and titles under signatures.

1/10/87 25

275867

FINANCING STATEMENT

1 Name of Debtor: Alpha Engineering, Inc.
Address: 2086 Generals Highway, Suite 301
Annapolis, MD 21401

Not subject to recordation tax
Taxable debt \$8,000.00

2 Name of Secured Party: Annapolis Banking & Trust Co.
Address: P.O. Box 311
Annapolis, MD 21404

RECORD FEE 11.00

RECORD TAX 56.00

POSTAGE .50

3 Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

#123800 0345 R01 T14*01

12/09/87

4 This Financing Statement covers the following items of personal property:
Compaq Deskpro 286 Model 40 - Serial #4735AM3B0324; IBM 182 PAR - #709A00166635
Compaq Video BD F - Serial #DP286,386; BCS Board Set - #CPE6Z01009
Alps P2000 Printer - Serial #7A0102035Y; Amber Monitor 12 - #73569612
VTEL Modem - #72423/504998; VTEL Modem - #73407

5 (If contents of goods are not described in detail, include house number and street or block reference when applicable. To be recorded in Land Records, across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:

Debtor(s)

Secured Party

Alpha Engineering, Inc.

Annapolis Banking & Trust Co.
(Type Name of Dealership)

Paul Hoop
John Guidicani

Elizabeth B. Butler
(Authorized Signature)

Elizabeth B. Butler
(Type Name and Title)

Business Development Officer

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

11/30/87

520 487

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) Schenck, James P.O. Box 3212 Laurel, MD 20708	2. Secured Party(ies) and address(es) Fasig-Tipton Co., Inc. 40 Elmont Road Elmont, NY 11003	3. For Filing Office: (Date, Time, Number, and Filing Office) RECORD FEE 10.00 #194040 0777 R01 T15#30 518-619 12/08/87
7. This statement refers to original Financing Statement No. <u>107930</u> filed (date) <u>10/13/87</u> with <u>H. Erle Schafer, Clk.</u>		

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

..... Fasig-Tipton Co., Inc.
 By By J. Wilson, AUTHORIZED AGENT
 Signature(s) of Debtor(s) (only on amendment) Signature(s) of Secured Party(ies)

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 520 PAGE 418
Identifying File No. 270863

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 BARBARA L GOERder
Address 1119 CHERRY POINT ROAD WEST RIVER MD. 20778

2. SECURED PARTY

Name BALDWIN SERVICE CENTER INC.
Address 41 DEFENSE HIGHWAY
ANNAPOLIS, MARYLAND 21401

RECORD FEE 11.00

POSTAGE .50

117000 0277 R01 T15:34

Person And Address To Whom Statement Is To Be Returned If Different From Above.

12/09/87

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# B8200DT SN# 03900
1 - NEW KUBOTA LOADER BF300 52137

Name and address of Assuree
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

KUBOTA CONTRACT # 13400 - 813014

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Barbara L Goerder
(Signature of Debtor)

BARBARA L GEORDER

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Walter Corp Secy
(Signature of Secured Party)

BALDWIN SERVICE CENTER INC.

Type or Print Above Signature on Above Line

11.50

270863

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented: _____

The Debtor is a transferee of the

1. Debtor(s) (Last Name First) and Address(es)
 Gemstone Jewelry, Inc.
 Forest Village Pk. Shop. Ctr.
 3393 Donnell Drive K-3
 Forestville, MD 20747

2. Secured Party(ies) Name(s) and Address(es)
 LEHIGH VALLEY BANK
 65 East Elizabeth Avenue
 Bethlehem, PA 18018

4. For Filing Office: Date, Time, No. Filing Office
 RECORD FEE 11.00

5. This Financing Statement covers the following type(s) (or item(s)) of property:
 SEE ATTACHED SCHEDULE A

6. Assignee(s) of Secured Party and Address(es): .50
 #194870 0777 R01 T15:29
 12/09/87
 JA

7. The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
 *(Describe Real Estate in Item 8.)

8. Describe Real Estate Here This statement is to be indexed in the Real Estate Records

9. Name of a Record Owner

No. & Street Town or City County Section Block Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignor(s) and Consignor(s), or
 Lessee(s) and Lessor(s)

Gemstone Jewelry, Inc. LEHIGH VALLEY BANK
 By *Ronald G. [Signature]* By *Kevin Brown* Assistant Treasurer
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked)

(5-83) IL 127 0686 STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

SCHEDULE A

DEBTOR(S) NAME & ADDRESS

Gemstone Jewelry, Inc.
Forest Village Pk. Shop. Ctr.
3393 Donnell Drive K-3
Forestville, MD 20747

SECURED PARTY(IES) NAME & ADDRESS

Lehigh Valley Bank
65 East Elizabeth Avenue
Bethlehem, PA 18018

This Financing Statement covers the following types (or items) of property:

All of the following, whether now or hereafter existing or acquired: All of the Debtor's Inventory (including, but not limited to Raw Materials and Work in Process), all Documents of Title, all types of supplies, all General Intangibles, all Accounts Receivable and Contract Rights of Borrower; all chattel paper and instruments evidencing any obligation to Borrower for payment for goods sold or leased or services rendered; all interest of Borrower in any goods, the sale, lease or performance of which gives rise to any Account or Contract Right of Borrower, including any returned goods; all guaranties and other property securing the payment of or performance under any Accounts Receivable, Contract Rights, or any such chattel paper or instruments; and all proceeds of any of the foregoing.

All the Debtor's machinery, equipment, furniture, fixtures, general intangibles and leasehold improvements of every description, and all accessories appurtenant and attached thereto, including, but not limited to, all types of supplies, replacement parts, substitutions, apparatuses, tools and facilities used in connection therewith or installation thereof and all other items of like type and kind, wherever located and whether now existing or hereafter acquired, and all proceeds, including, but not limited to, insurance proceeds of all the foregoing.

BOOK 520 PAGE 501

270970

1. FINANCING STATEMENT is submitted to a Filing Office for filing pursuant to the Uniform Commercial Code.

2. Debtor(s) Last Name (or ID) and Address(es):
 Gemstone Jewelry, Inc.
 Prince George Plaza
 3500 E. West Highway
 Hyattsville, MD 20782

3. Secured Party(ies) Name(s) and Address(es):
 LEHIGH VALLEY BANK
 65 East Elizabeth Avenue
 Bethlehem, PA 18018

4. The Filing Office Date, Time, No. (Line) Office:
 RECORD FEE 11.00
 POSTAGE .50
 #194660-0777-001 115:29
 12/09/87

5. This Financing Statement covers the following type(s) for item(s) of property:
 SEE ATTACHED SCHEDULE A

6. Assignee(s) of Secured Party and Address(es):

7. The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
 *(Describe Real Estate in Item 8).

8. Describe Real Estate Here: This statement is to be indexed in the Real Estate Records.

9. Name of a Record Owner:

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)

No. & Street: _____ Town or City: _____ County: _____ Section: _____ Block: _____ Lot: _____

Gemstone Jewelry, Inc.
 By *[Signature]* Signature(s) of Debtor(s)
 LEHIGH VALLEY BANK
 By *[Signature]* Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked.)
 Assistant Treasurer

(5-83) IL 127 0686 STANDARD FORM - FORM UCC-1 - Approved by Secretary of Commonwealth of Pennsylvania

BOOK 520 P-502

SCHEDULE A

DEBTOR(S) NAME & ADDRESS

Gemstone Jewelry, Inc.
Prince George Plaza
3500 E. West Highway
Hyattsville, MD 20782

SECURED PARTY(IES) NAME & ADDRESS

Lehigh Valley Bank
65 East Elizabeth Avenue
Bethlehem, PA 18018

This Financing Statement covers the following types (or items) of property:

All of the following, whether now or hereafter existing or acquired: All of the Debtor's Inventory (including, but not limited to Raw Materials and Work in Process), all Documents of Title, all types of supplies, all General Intangibles, all Accounts Receivable and Contract Rights of Borrower; all chattel paper and instruments evidencing any obligation to Borrower for payment for goods sold or leased or services rendered; all interest of Borrower in any goods, the sale, lease or performance of which gives rise to any Account or Contract Right of Borrower, including any returned goods; all guaranties and other property securing the payment of or performance under any Accounts Receivable, Contract Rights, or any such chattel paper or instruments; and all proceeds of any of the foregoing.

All the Debtor's machinery, equipment, furniture, fixtures, general intangibles and leasehold improvements of every description, and all accessories appurtenant attached thereto, including, but not limited to, all types of supplies, replacement parts, substitutions, apparatuses, tools and facilities used in connection therewith or installation thereof and all other items of like type and kind, wherever located and whether now existing or hereafter acquired, and all proceeds, including, but not limited to, insurance proceeds of all the foregoing.

273871

This FINANCIAL STATEMENT is presented to a Filing Office as required by the Uniform Commercial Code.

No. of Additional Sheets Presented: 1

The Debtor is a nonresident entity.

1. Debtor(s) (Last Name First) and Address(es):
 Gemstone Jewelry, Inc.
 Glen Burnie Mall Shop, Ctr.
 Kiosk #1366
 6711 Governor Ritchie Hwy.
 Glen Burnie, MD 21061

2. Secured Party(ies) Name(s) and Address(es):
 LEHIGH VALLEY BANK
 65 East Elizabeth Avenue
 Bethlehem, PA 18018

3. Filing Office, Date, Time, and Filing Office:

RECORD FEE 11.00
 POSTAGE .50
 #12-550-0777 R01 T15:28
 12/09/87
 JA

4. This Financial Statement covers the following type(s) of property:
 SEE ATTACHED SCHEDULE A

5. Assignor(s) of Secured Party and Address(es):

Products of the Collateral are also covered.

6. 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 or on.
 *(Describe Real Estate in Item 8.)

7. Describe Real Estate Here: This statement is to be indexed in the Real Estate Records.

8. Name of a Record Owner:

No. & Street: _____ Town or City: _____ County: _____ Section: _____ Block: _____ Lot: _____

9. 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.

10. 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).

Gemstone Jewelry, Inc.
 By: *Ronald C. Demaree* Signature(s) of Debtor(s)

LEHIGH VALLEY BANK
 By: *Kenneth Brown* Signature(s) of Secured Party(ies)
 Assistant Treasurer

(583) IL 127 0686 STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

SCHEDULE A

DEBTOR(S) NAME & ADDRESS

Gemstone Jewelry, Inc.
Glen Burnie Mall Shop. Ctr.
Kiosk #1366
6711 Governor Ritchie Hwy.
Glen Burnie, MD 21061

SECURED PARTY(IES) NAME & ADDRESS

Lehigh Valley Bank
65 East Elizabeth Avenue
Bethlehem, PA 18018

This Financing Statement covers the following types (or items) of property:

All of the following, whether now or hereafter existing or acquired: All of the Debtor's Inventory (including, but not limited to Raw Materials and Work in Process), all Documents of Title, all types of supplies, all General Intangibles, all Accounts Receivable and Contract Rights of Borrower; all chattel paper and instruments evidencing any obligation to Borrower for payment for goods sold or leased or services rendered; all interest of Borrower in any goods, the sale, lease or performance of which gives rise to any Account or Contract Right of Borrower, including any returned goods; all guaranties and other property securing the payment of or performance under any Accounts Receivable, Contract Rights, or any such chattel paper or instruments; and all proceeds of any of the foregoing.

All the Debtor's machinery, equipment, furniture, fixtures, general intangibles and leasehold improvements of every description, and all accessories appurtenant attached thereto, including, but not limited to, all types of supplies, replacement parts, substitutions, apparatuses, tools and facilities used in connection therewith or installation thereof and all other items of like type and kind, wherever located and whether now existing or hereafter acquired, and all proceeds, including, but not limited to, insurance proceeds of all the foregoing.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261392

RECORDED IN LIBER 497 FOLIO 107&108 ON April 21, 1986 (DATE)

1. DEBTOR

Name SAI Productions

Address 1623 Forest Dr., Annapolis, MD 21403

2. SECURED PARTY

Name Mt. Vernon Leasing, Inc. T/A Diversified Leasing

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)

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.)

SEE ATTACHED EQUIPMENT LIST

RECORD FEE 10.00
POSTAGE .50
#194950 07/7 R01 115:37
12/09/87
CR

ASSIGNEE:
Trans-American Leasing Corporation
The Steffey Bldg., Ste 200B
407 Crain Highway
Glen Burnie, MD 21061

Dated 11/15/87

MT. VERNON LEASING, INC. T/A DIVERSIFIED LEASING

Robert V.P.

(Signature of Secured Party)

R C Deeney vice president
Type or Print Above Name on Above Line

1050
Filed in Anne Arundel County

1050

EQUIPMENT LISTDelivery Memo #40399

- 9 Female XLR
- 2 Male XLR
- 125 BNC for 8241
- 4 RCN male plug(in w/XLR bag)

Delivery Memo #40377

- 1 JVC SS-M208U serial #17950038
- 1 LDI LB05860A
- 1 LDI LV55850B
- 1 SIG PDA 100A serial #1860004
- 1 SIG VDA 100A serial #1860078
- 1 SIG ADA 106 serial #1860017
- 1 LDI LR2400 AI
- 1 BLD 8451-500
- 6 ADC PJ82
- 1 ADC PJ391 (parts)

Delivery Memo #40396

- 1 DYT 10511522
- 24 DYT 22B

Delivery Memo #40376

- 3 JVC CR850U (serial #14010167, 07110464, 07110503)
- 1 PLX Abner serial #1219
- 1 PLX Gemini serial #N1133
- 1 PAN BTS1300N serial #FJ5560187
- 1 PAN CT1330M
- 3 JVC RK850U rackmounts
- 2 ENI Sentry 100EL serial #1700150075, 1700150081
- 4 AUD 9VM967 serial #85460346, 85460244, 85460355, 85460167
- 2 AUD 9967RMD
- 1 Shihron 646 SRT cycle reader

MT. VERNON LEASING, INC. T/A DIVERSIFIED
LEASING

BY: [Signature]

Filed with Anne Arundel County

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

This Statement is presented to a Filing Officer for filing pursuant to Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 206873 recorded in Liber 500, Folio 512 on March 2, 1987 (date)

1. DEBTOR(S):

Name(s): World Wide, Inc., T/A Atlantic Woodworks

Address(es): 1100 Harbor Rd., Churchton, Md 207333

2. SECURED PARTY:

Name: First Federal Savings and Association of Annapolis

Address: 1832 George Ave, Annapolis, Md 21401

Person and Address to whom Statement is to be returned if different from above.

RECORD FEE 10.00
RECORD TAX 175.00
POSTAGE .50
#109850 0237 R02 111:36
12/09/87

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. Address of debtor should read: 1100 Harbor Rd., Churchton, Md 20733. Increase of initial debt from \$50,000.00 to \$75,000.00 (\$25,000.00 new money subject to recordation Tax)

9. DEBTOR: World Wide Inc., T/A Atlantic Woodworks

BY: Peter Paglia, President

SECURED PARTY:

First Federal Savings and Loan Association of Annapolis

By Cathy Partridge

Cathy Partridge - Manager (Name and Title)

270872

BOOK 520 PAGE 508

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

Conditional Sales Contract - Not Subject to Recordation Tax: This financing statement Dated 12-07-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR
Name Martha Ann Wilson DBA SS# 217-76-0428
Chesapeake Paving Co.
Address 404-B Fairlea Drive, Anne Arundel Co., MD 21037

2. SECURED PARTY
Name John Deere Company
Address P. O. Box 65090
West Des Moines, IA 50265
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 12-10-90

4. This financing statement covers the following types (or items) of property: (list)
1 - New John Deere Skid Steer, S/N M00675D380475
w/ 62" Low Profile, Bucket, MG800509

CHECK IN THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are to be affixed to: (describe real estate)

RECORD FEE 12.00
POSTAGE .50
#109410 0055 R02 T10:06
12/09/87
JA

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Martha Ann Wilson
(Signature of Debtor)
Martha Ann Wilson
Type or Print Above Name on Above Line

[Signature]
John Deere Company
P. O. Box 65090
West Des Moines, IA 50265

(Signature of Debtor)
Type or Print Above Signature on Above Line

(Signature of Secured Party)
Type or Print Above Signature on Above Line

12/10

Clerk of Circuit Court, Anne Arundel County, Maryland

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 263774 Dated 9/17/86

Record Reference Book 502 Page 545

2. DEBTOR is:

Name: Tire Merchants International

Address: 8332 Bristol Court, Baltimore-Washington Industrial Park
Jessup, MD 20794

3. SECURED PARTY is:

Name: Hoffman Tire Co., Inc., it's affiliates & subsidiaries

Address: Route 309 & Hartman Road, Montgomeryville, PA 18936

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
Seven St. Paul Street
P. O. Box 1077
Baltimore, Maryland 21203

RECORD FEE 10.00
POSTAGE .50
8194790 C777 R01 T15409
12/09/87

SECURED PARTY:

Hoffman Tire Co., Inc.

By: Alfred B. Buzard Credit Manager
(Title)

Date: Nov 30, 1987

Clerk of Circuit Court, Anne Arundel County, Maryland

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 260089 Dated 1/23/86

Record Reference Liber 494 Page 067

2. DEBTOR is:

Name: Tire Merchants International

Address: 8332 Bristol Court, Baltimore-Washington Industrial Park
Jessup, Maryland 20794

3. SECURED PARTY is:

Name: Hoffman Tire Co., Inc., it's affiliates and subsidiaries

Address: Route 309 & Hartman Road, Montgomeryville, PA 18936

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
Seven St. Paul Street
P. O. Box 1077
Baltimore, Maryland 21203

RECORD FEE 10.00
POSTAGE .50
#194790 6717 R01 T15#10
12/09/87

SECURED PARTY:

Hoffman Tire Co., Inc.

By Alfred B. Buzzard, Jr. Credit Manager
(Title)

Date: Nov 30, 1987

UCC-7

10.50

FINANCING STATEMENT

File No.

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>Tire Merchants International, Inc. 8332 Bristol Court Jeusup, Maryland 20794</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK MARYLAND 210 Guilford Avenue Baltimore, Maryland 21202 Attn. Commercial Finance Division Dan S. Tritzsch, 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:

RECORD FEE 11.00

POSTAGE .50

4. Proceeds (including insurance proceeds) and products of Collateral are also covered hereunder.

#194770 0777 R01 T15:09

5. This transaction (is) ~~XXXXX~~ exempt from the recordation tax. (Md.) Principal amount of debt initially incurred is: \$ N/A

12/09/87

JP

DEBTOR:
Tire Merchants International, Inc.
(Type name)

SECURED PARTY:
By: *Steven E. Zelenak*

By: *[Signature]*

Steven E. Zelenak, AVP
(Type or print name and title)

Surender Singh Kandhari, President
(Type or print name and title)

12-3-87
(Date signed by Debtor)

INSTRUCTIONS: Sign in ink. Type or print other information in ink. Margins are for use of Filing Officer only.

1150

#6945

STATE OF MARYLAND

BOOK 520 PAGE 512

FINANCING STATEMENT FORM UCC-1

Identifying File No. 220575

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name James R. Batchelor T/A Batchelor Excavating
Address 111 Maryland Ave., Edgewater, MD 21037

2. SECURED PARTY

Name Diversified Leasing, Inc. RECORD FEE 12.00
Address 133 Defense Hwy., Suite 207 POSTAGE .50
Annapolis, MD 21401
Person And Address To Whom Statement is To Be Returned If Different From Above. 12/09/87

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) 1985 Cat 931 Crawler Loader, S/N 29Y1354, equipped with ROPS canopy, 1 cu.yd. bucket, Backhoe S/N 32W00238

Name and address of Assignee

EQUIPMENT IS LEASED. FILED FOR INFORMATION ONLY. FILING OF THIS INSTRUMENT DOES NOT CREATE A SECURITY INTEREST.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above 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

JAMES R. BATCHELOR OWNER
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

17.50



FINANCING STATEMENT

Debtor(s)

Date: March 24, 1987

Name: Robert E. Fenton
Address: 754 South Mesa Road
Millersville, Md. 21108

270870
BOOK 520 PAGE 513

Secured Party: Tower Federal Credit Union
P.O. Box 123
Annapolis, Maryland 20701

1. The Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). See Addendum

2. If above described personal property is to be affixed to real property, describe real property.

N/A

3. Proceeds of collateral [] are [X] are not covered.

RECORD FEE 11.00

4. Products of collateral [] are [X] are not covered.

RECORD TAX 45.50

POSTAGE .50

4175170 0717 R01 T16#20

5. This transaction [X] is [] is not subject to a recordation tax.

12/09/87

If subject to tax: Amount Financed 6,075.75 Recordation Tax \$42.00

JF

Debtor(s): Robert E. Fenton (Signature)

Secured Party: Tower Federal Credit Union

Robert E. FENTON (Type or Print)

By: Isabelle Willingham (Signature)

(Signature)

(Type or Print)

TO: THE FILING OFFICER:

After recordation please mail to:

Tower Federal Credit Union
P.O. Box 123
Annapolis Junction, Maryland 20701

1987 MAR 27 9:52

Handwritten notes: 45.50, 50

"ADDENDUM BOAT"

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 Consumer Credit Disclosure Statement to which this Addendum is attached, in and to the following described personal property:

Collateral: Boat or Vessel

New Old

Year: _____

Description: _____

Make and Model: _____

Length: _____

Serial Number: _____

Tonnage: _____

Equipment (included as part of the collateral):

Outboard Engine: KEVIN RUDE 150
Serial No. 01495703

Other: _____

The collateral is to be located at: 754 South MESA RD.
MILLEVILLE, MD.

Date: 3-23-87

Robert E. Frazier
DEBTOR

DEBTOR

Box 123/Annapolis Junction/Maryland 20701/301-688-6486

BOOK 520 PAGE 515

STATE OF MARYLAND

273877

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. \$ 20,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$140.00.
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Lambert, Keith D., Sr.
Address 87 Gambrills Road Severn, MD 21144

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 140.00
POSTAGE .50
#195190 0777 R01 716#21
12/09/87
JA

1720
143

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)

Keith D. Lambert, Sr.

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)

Type or Print Above Signature on Above Line
LARRY F. KIMMEL, ADMIN. V.P.

CREDIT ALLIANCE CORPORATION770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10021**—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS**

BOOK 520 PAGE 516

THIS MORTGAGE made the 3rd day of December, 1987 by and between**Keith D. Lambert, Sr., having his principal place of business at
87 Garbrills Road Severn, MD 21144**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 (the being of the essence hereof and of the Mortgage Obligations), then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any 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 Mortgagee's address shown above, unless a different location is specifically shown in said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and pledged 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 (sum and after maturity, whether by acceleration or otherwise, at the rate of 1 1/2% of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagee will warrant and defend the Mortgaged Property against all claims and demands of all persons;

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement;

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also where requested by Mortgagee, against other hazards, with companies in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney in Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein;

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor, agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgages of any such premises;

(e) Mortgagor shall comply so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon with all of the terms and conditions of leases covering the premises where the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument;

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense, including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding, either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property;

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request;

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney in Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York. Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof, and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied, without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

bank's prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage obligation involved and if the rate there be one prime increase or decrease in said prime rate, the aforesaid interest rates shall each be increased or decreased respectively on the effective date of any such change in prime rate to the extent of 10% for each 25% change in the prime rate, however in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee shall demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations or to take immediate possession of the Mortgaged Property or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing signed by an officer of Mortgagee shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall inure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall inure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all subtenants 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 relegate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective. However, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST

Keith D. Lambert, Sr.

(Seal)

Secretary

By Keith D. Lambert Sr. Owner

(Title)

STATE OF Maryland
COUNTY OF Anne Arundel

Keith D Lambert, Sr.

being duly sworn, deposes and says

- 1. He is the
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
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this
day of 19

Keith D. Lambert Sr.

NOTARY PUBLIC

STATE OF COUNTY OF
I a Notary Public duly qualified in and for said County and State, do hereby certify that on this day of 19 in (Place) in said County, before me personally appeared to me personally well known

(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership) and known as and to be a member of the partnership of and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered the same before me, who upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the of who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation named in the within foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written.

Notary Seal

NOTARY PUBLIC

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated December 3, 19 87 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	International Harvester Tractor	1979	COP4070B	E2327JGA13667
One (1)	Ford Conventional Tractor	1977	LN9000	U90AVY47993
One (1)	International Harvester Cabover Tractor	1973	COP4070A	25947CGA23751

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:

Keith D. Lambert, Sr.

By: Keith D. Lambert Sr

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270578

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 273,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel Co. in the amount of \$115.00.
This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Royal Oil Corporation
Address 5515 Selma Avenue Baltimore, MD 21227

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 115.00
POSTAGE .50
#195300 0777 R01 T16:21
12/09/87
SA

CHECK THE LINES WHICH APPLY

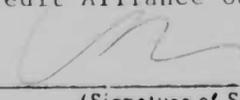
- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Royal Oil Corporation
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)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line
LARRY F. KIMMEL, ADMIN. V.P.

1750
175.50

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 3rd day of December, 1967 by and between
Royal Wil Corporation, having its principal place of business at
5515 Selma Avenue Baltimore, MD 21227

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, endorsements, guarantees, 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, insofar as Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more contracts, sale contracts, equipment lease agreements, notes, security agreements, trust indentures and/or payment agreements, and the amount due upon any notes or other obligations given to or hereafter by Mortgagor to 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 all 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 Mortgagee'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 required 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 15% of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with all 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 Mortgagee 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 agrees to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises;

(e) Mortgagor shall comply so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon with all of the terms and conditions of leases covering the premises where the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any state or other governmental department having jurisdiction with respect to the premises or the conduct of business therein, and where requested by Mortgagee, will effect 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. Clover, 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

banks, prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if the latter, there be the prime money rate or decreases in said prime rate, the aforesaid interest rates shall each be increased or decreased respectively on the effective date of any such change in prime rate to the extent of 10% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee may 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 he holds shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing signed by an officer of Mortgagee shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall inure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall inure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and disbursements. 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 foreclose and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective, however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST

Royal Oil Corporation

John T. [Signature] Secretary

C. J. Sears Pres. (Seal) (Title)

STATE OF Maryland COUNTY OF Baltimore

SS

C. J. SEARS

being duly sworn, deposes and says

President

Royal Oil Corporation

He is the [Name] hereinafter called, Mortgagor, described in and which executed the foregoing Mortgage.

2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below) and Mortgagor has the sole right and lawful authority to mortgage the same.

3. Mortgagor is solvent and justly indebted to [Credit Alliance Corporation] in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.

4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.

5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this

day of 19

C. J. Sears (Signature)

NOTARY PUBLIC

STATE OF COUNTY OF SS

I, a Notary Public duly qualified in and for said County and State, do hereby certify that on this day of 19 in (Place) in said County, before me personally appeared to me personally well known

(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership) and known as and to be a member of the partnership of and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered the same before me who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the of Royal Oil Corporation who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written.

(Return Seal)

NOTARY PUBLIC

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated December 3, 1987 between the under-
signed.

BOOK 520 PAGE 522

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	New Tech Weld 2800 gallon 2 Compartment Aluminum Fuel Tank mounted on One (1) 1988 International Model 1954 Cab & Chassis, S/N 1HTLDTVNXJH539366	IV	87-869
	The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.		

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: _____

Purchaser, Mortgagor or Lessee:

Royal Oil Corporation

By: CJ. Sears Pres

STATE OF MARYLAND

BOOK 520 PAGE 523

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 36337

RECORDED IN LIBER 466 Page 280 ON 10-6-83 (DATE)
Circuit Court Anne Arundel Cty., MD

1. DEBTOR

Name CONTINENTAL MANUFACTURING INC.
Address 2086 General Highway, Annapolis, MD 21401

2. SECURED PARTY

Name J. HENRY SCHRODER BANK & TRUST COMPANY
Address 1 State Street
New York, NY 10004 Attn: Credit Dept.
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 10.00
POSTAGE .50

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"/> XX (Indicate whether amendment, termination, etc.) Termination</p>

#14240 0777 R01 T16423
12/09/87

RETURN TO:

INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201

Anne Arundel County, MD

Dated 11/27/87

J. HENRY SCHRODER BANK & TRUST CO.
(Signature of Secured Party)
Anthony Accardi
Type or Print Above Name on Above Line

10.50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 520 PAGE 524
Identifying File No. 270879

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Kitchen Display Center, Inc.
Address 1799 McGuckian Street, Annapolis, MD. 21401

2. SECURED PARTY

Name KITCHENAID, INC.
Address 701 Main Street
St. Joseph, MI 49085-1392

RECORD FEE 11.00
#195230 0777 R01 T16#23
12/09/87

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 of dealer's inventory of goods and equipment made or sold by KitchenAid now owned or hereafter acquired, wherever located, including all returns, repossessions and parts, and all chattel paper, instruments, documents, accounts, general intangibles, contract rights and security agreements (resulting from the sale of said inventory or equipment), and all cash and non-cash proceeds of any of the foregoing.

Name and address of Assignee

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

KITCHEN DISPLAY CENTER, INC.
Melvin Wilde, Pres.
(Signature of Debtor)

MELVIN WILDE, PRES.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

KITCHENAID, INC.

Gary L. Youngerman
(Signature of Secured Party)
GARY L. YOUNGERMAN Credit Manager
Type or Print Above Signature on Above Line

11.00

FINANCING STATEMENT

Identifying File No. 270880

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

INSTALLMENT PLAN NOT SUBJECT TO RECORDATION TAX: CONDITIONAL SALES CONTRACT NOT SUBJECT TO RECORDATION TAX.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name H.G. Host and Sons, Inc. RECORD FEE 11.00
Address P.O. Box 337, Arnold, Maryland 21012 POSTAGE .50

2. SECURED PARTY

Name Circle Business Credit, Inc. #195300 0777 HQ1 T09:14
Address P.O. Box 24123, Louisville, KY 40224 12/10/87

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)

Two (2) Rudco 20 cu. yd. Roll Off Containers, S/N's 47463 and 47477; including all attachments, additions, replacements & substitutions to or of said equipment & all future advances; contract rights, accounts receivable and proceeds of rentals or leases generated by subject equipment and all like equipment now owned and hereafter acquired.

Name and address of Assignee

None

Anne Arundel County Recorder Maryland

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

H.G. Host and Sons, Inc.

Roger Weaverling (Signature of Debtor)

Roger Weaverling, President Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Circle Business Credit, Inc.

Lisa WEBER, Credit Analyst (Signature of Secured Party)

Lisa WEBER, Credit Analyst Type or Print Above Signature on Above Line

115

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)
Alleco Inc.
 One Allegheny Circle
 Cheverly, MD 20781

2 Secured Party(ies) Name(s) and Address(es)
Perpetual Savings Bank,
F.S.B., as Agent*
First National Bank of
Minneapolis, as Agent**

3 The Debtor is a transmitting utility

4 For Filing Officer, Date, Time, No. Filing Office

RECORD FEE 10.00
 POSTAGE .50
 #111010-0237 R02 T12:04
 12/10/87
 SA

5 This statement refers to original Financing Statement No. **520/21** 155540 filed (date) 11/12/87

Clerk of Circuit Court with Anne Arundel Co., MD

- 6 A Continuation The original Financing Statement bearing the above file number is still effective
- B Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number
- C Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following
- D Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below
- E Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)
- F This statement is to be indexed in the Real Estate Records

* Perpetual Savings Bank, F.S.B., 2034 Eisenhower Ave., Alexandria, VA 22314
 ** First National Bank of Minneapolis, First Bank Place East, Minneapolis, MN 55480

By _____ Signature(s) of Debtor(s) (only on amendment)

By Perpetual Savings Bank, F.S.B. 518
First National Bank of Minneapolis
 Signature(s) of Secured Party(ies)

BOOK 520 PAGE 527

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)
Service America Corporation
One Allegheny Circle
Cheverly, MD 20781

2 Secured Party(ies) Name(s) and Address(es)
Perpetual Savings Bank,
F.S.B. as Agent*
First National Bank of
Minneapolis, as Agent**

3 The Debtor is a transmitting utility

4 For Filing Officer: Date of Filing, No. Filing Office

POSTAGE .50
#111020 0237 802 112:05
12/10/87
SA

5 This statement refers to original Financing Statement No. No. 259272 filed (date) 11/19/85 with Clerk of Circuit Court of Anne Arundel Co., MD
Liber 491
Pg. 539

- A Continuation The original Financing Statement bearing the above file number is still effective
- B Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number
- C Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following
- D Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below
- E Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)

F This statement is to be indexed in the Real Estate Records

*Perpetual Savings Bank, F.S.B. formerly Perpetual American Bank, F.S.B.,
2034 Eisenhower Ave., Alexandria, VA 22314
**First National Bank of Minneapolis, First Bank Place East, Minneapolis, MN 55480

Perpetual Savings Bank, F.S.B.
By: *[Signature]*
First National Bank of Minneapolis

By: *[Signature]*
Signature(s) of Secured Party(ies)

By: *[Signature]*
Signature(s) of Debtor(s) (only on amendment)

(3/83)

STANDARD FORM - FORM UCC-3 - Approved by Secretary of Commonwealth of Pennsylvania

BOOK 520 PAGE 528

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)
Service America Corporation
1 Allegheny Circle
Cheverly, MD 20781

2 Secured Party(ies) Name(s) and Address(es)
Perpetual Savings Bank,
F.S.B. as Agent*
First National Bank of
Minneapolis, as Agent**

3 The Debtor is a transmitting utility
4 For Filing Officer: Date, Time, No. Filing Office
RECORD FEE 10.00
POSTAGE .50
#111030 5337 802 12:10:06
12/10/87

5 This Statement refers to original Financing Statement No. No. 267191
Bk. 511 filed (date) 4/27/87
Pg. 158

Clerk of Circuit Court
with of Anne Arundel Co., MD

- A. Continuation The original Financing Statement bearing the above file number is still effective.
- B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
- C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
- D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.
- E. Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)
- F This statement is to be indexed in the Real Estate Records

*Perpetual Savings Bank, F.S.B. formerly Perpetual American Bank, F.S.B.,
2034 Eisenhower Ave., Alexandria, VA 22314
**First National Bank of Minneapolis, First Bank Place East, Minneapolis, MN 55480

By _____
Signature(s) of Debtor(s) (only on amendment)

By: _____
Perpetual Savings Bank, F.S.B.
First National Bank of Minneapolis
Signature(s) of Secured Party(ies)

BOOK 520 529

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))
Service America Food and Vending Corporation
One Allegheny Circle
Cheverly, MD 20781

2. Secured Party(ies) Name(s) and Address(es)
Perpetual Savings Bank,
F.S.B. as Agent*
First National Bank of
Minneapolis, as Agent**

3. The Debtor is a transmitting utility

4. For Filing Officer's Date of Filing

POSTAGE .50
#111040 0231 802 T12:07
12/10/87
JA

5. This statement refers to original Financing Statement No. No. 267236
Bk. 511 filed (date) 4/27/87
Pg. 164 Clerk of Circuit Court with of Anne Arundel Co., MD

- A Continuation: The original Financing Statement bearing the above file number is still effective.
- B Termination: The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
- C Release: From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
- D Assignment: The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.
- E Amendment: The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)

F This statement is to be indexed in the Real Estate Records

*Perpetual Savings Bank, F.S.B. formerly Perpetual American Bank, F.S.B.,
2034 Eisenhower Ave., Alexandria, VA 22314
**First National Bank of Minneapolis, First Bank Place East, Minneapolis, MN 55480

Perpetual Savings Bank, F.S.B.

By: *[Signature]*
First National Bank of Minneapolis

By: *[Signature]*
Signature(s) of Secured Party(ies)

By: _____
Signature(s) of Debtor(s) (only on amendment)

(3/83)

(1) FILING OFFICER COPY - NUMERICAL
STANDARD FORM - FORM UCC-3 - Approved by Secretary of Commonwealth of Pennsylvania

BOOK 520 PAGE 530

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) Service America Corporation d/b/a Service America Food and Vending Corporation 88 Gate House Road Stamford, CT 06904	2. Secured Party(ies) Name(s) and Address(es) Perpetual Savings Bank, F.S.B., as Agent* First National Bank of Minneapolis, as Agent**	3. The Debtor is a transmitting utility
--	--	---

4. For Filing Officer: Date, Time, No. Filing Office
RECORD FEE 10.00
POSTAGE .50
#111050 COST R02 T12:07
12/10/87

5. This statement refers to original Financing Statement No. 267235 Pg. 161
Book 511 filed (date) 4/27/87
Anne Arundel Co., MD,
with Clerk of Circuit Ct.

6. A. Continuation The original Financing Statement bearing the above file number is still effective
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)
 F. This statement is to be indexed in the Real Estate Records

*Perpetual Savings Bank, F.S.B., 2034 Eisenhower Ave., Alexandria, VA 22314
 **First National Bank of Minneapolis, First Bank Place East, Minneapolis, MN 55480

By: Perpetual Savings Bank, F.S.B.
First National Bank of Minneapolis
 By: James Sella (Signature(s) of Secured Party(ies))
 Signature(s) of Debtor(s) (only on amendment)

STATEMENT OF CONTINUATION, TERMINATION, RELEASE
ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

(X) TO BE RECORDED IN LAND RECORDS () TO BE RECORDED IN CHATTEL RECORDS () TO BE RECORDED WITH DEPT. ASSESMENTS/TAXATION

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement

Date of Filing

Record Reference

June 10, 1987

Liber 513, folio 248

Name(s) of Debtor(s) or assignor(s)
(Last Name First)

No. Street City State

W.F. UTZ CONSTRUCTION COMPANY, INC.

1511 Ritchie Hwy. ARNOLD, MD 21012
Suite 105

Name of Secured Party or assignee

No. Street City State

HOME FEDERAL SAVINGS BANK

P.O. BOX 1179 Hagerstown, MD 21741

RECORD FEE 10.00
POSTAGE .50
#012970 0040 R03 113:15
12/16/87

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.

(X) 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

PARCEL THREE:-

BEING known and designated as Lot No. 10, Block A, CAPE ST. CLAIRE, DEEP CREEK SUBDIVISION, section One, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 22, folio 20.

Thomas B. France

Troese Title Services of Annapolis, Inc.
2083 West Street
Suite 5G
Annapolis, Maryland 21401

10.00



BOOK 520 PAGE 532

Financing Statement

273887

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax: Principal Amount is \$ 1,700
- To Be Recorded in Land Records of

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Annapolis

1. Debtor(s) NAME ADDRESS
 Street City State
Doris Hefler, Inc. t/a Monica Stephens, 2460 Riva Rd., Annapolis, Md. 21401

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: RECORD FEE 12.00

Title Owner of Real Estate: RECORD TAX 14.00

POSTAGE .50

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated. #197030 0777 R01 T09454

Debtor(s) or Assignor(s) 12/11/87

Secured Party: SOVRAN BANK/MARYLAND

Doris Hefler, Inc. t/a Monica Stephens

By: Thomas A. Holland, III

Monica Stephens PRESIDENT

Type Name Thomas A. Holland, III

Title Vice President

Type or Print Name and Title of Each Signature

12
14
10

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File **BOOK 520 PAGE 533**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK **270888**

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ **1530.00**

If this statement is to be recorded in land records check here.

This financing statement Dated **DEC 4, 1987** is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PHILLIPS, BRUCE AND LINDA
Address 111 STEPLEY AVE GLEN BURNEE MD 21051

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address PO BOX 997 GLEN BURNEE MD 21051

Person And Address To Whom Statement Is To Be Returned If Different From Above.
RECORD FEE 12.00
RECORD TAX 14.00
POSTAGE .50

3. Maturity date of obligation (if any)

#197370 2777 001 109134

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee
12/11/87
CA

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Bruce Phillips
(Signature of Debtor)
BRUCE PHILLIPS
Type or Print Above Name on Above Line

Linda Phillips
(Signature of Debtor)
LINDA PHILLIPS
Type or Print Above Signature on Above Line

Monica Carter
(Signature of Secured Party)
MONICA CARTER CSR
Type or Print Above Signature on Above Line

124 50

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.

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: P. O. BOX 997
CITY & STATE: GLEN BURNIE, MD. 21081

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
JULIANNE TILBERT		10-30-87	
2439 VINEYARD LN.		ACCOUNT NO	TAB
CROFTON, MD.	21114	914207397	

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)

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

RECORD FEE 11.00
RECORD TAX 14.00
POSTAGE .50
#197380 0777 R01 109:34
12/11/87
SA

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 \$ 1700.76

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)
BY Connie Bridgeman Asst. Mgr. Julianne Tilbert
CONNIE BRIDGEMAN ASST. MGR. JULIANNE TILBERT DEBTOR
DEBTOR

ORIGINAL - FILING OFFICER COPY
19-1209 (REV. 11-80)

1450

270800

BOOK 520 PAGE 535

FILE # 13565

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: P.O. BOX 997
CITY & STATE: GLEN BURNIE MD 21061

FILING OFFICER NOTICE
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES) DION D. DIGGS		DATE OF THIS FINANCING STATEMENT 11-23-87	
943 CHESTERFILED RD ANNAPOLIS MD 21401		ACCOUNT NO	TAB
		814308079	

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)

" CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

RECORD FEE 11.00

RECORD TAX 17.50

POSTAGE .50

#197390 0777 R01 T09+35

12/11/87

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 \$ 2243.02

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

Dion D. Diggs
DION D. DIGGS DEBTOR

BY *David M. Butler*
DAVID M. BUTLER -- ACCT. REPRESENTATIVE
TITLE DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

11/23/87

STATE OF MARYLAND

BOOK 520 PAGE 538

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270891

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 22,400

If this statement is to be recorded in land records check here.

This financing statement Dated 12/11/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DEBBIE and DEBRA SWIFE

Address 101 BALDWIN ROAD, SUITE 200, BUNNELL, MD 21020

2. SECURED PARTY

Name WEST FINANCIAL SERVICE

Address 20 BALDWIN ROAD, SUITE 200, BUNNELL, MD 21020

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 12/11/87

4. This financing statement covers the following types (or items) of property: (list)

CAPITAL KAKAO, HONEYDEW STRAWBERRY AND OTHER CONSUMER PRODUCTS

Notice and address of Assignee

RECORD FEE 12.00
RECORD TAX 17.50
POSTAGE .50

#197400 0777 001 109136

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

12/11/87

Debbie C. Swife (Signature of Debtor)

DEBBIE SWIFE
Type or Print Above Name on Above Line

Debra Swife (Signature of Debtor)

DEBRA SWIFE
Type or Print Above Signature on Above Line

(Signature of Secured Party)

WANDA CARTER
Type or Print Above Signature on Above Line

12/11/87

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. **BOOK 520 PAGE 537**
278892

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2252.24

If this statement is to be recorded in land records check here.

This financing statement Dated SEP 14 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DIANE BROWN
Address 3275 SPERW SPCHARD RD # 14 ELBA BURNIE MD 21051

2. SECURED PARTY

Name WFO FINANCIAL SERVICE
Address 80 BOX 147 ELBA BURNIE MD 21051

RECORD FEE 11.00
RECORD TAX 21.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

CERTAIN HOUSEHOLD GOODS AND OTHER TANGIBLE PERSONAL PROPERTY.

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]
(Signature of Debtor)

DIANE BROWN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

MONICA CARTER CSR
Type or Print Above Signature on Above Line

15 21 50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 520 PAGE 538
BOOK 270893

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2302.00

If this statement is to be recorded in land records check here.

This financing statement Dated 12/11/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JUNIOR AND CASSIE GAINES

Address 15 FRANCES ST LAUREL MD 20707

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES RECORD FEE 12.00

Address PO BOX 447 GLEN BLENNE MD 21021 RECORD TAX 17.50

POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above
BY 420 CTR R01 T09438

3. Maturity date of obligation (if any) 12/11/87

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL 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)

12.00
17.50
23.00

Junior Gaines
(Signature of Debtor)

JUNIOR GAINES

Type or Print Above Name on Above Line

Cassie m. Gaines
(Signature of Debtor)

CASSIE GAINES

Type or Print Above Signature on Above Line

Monica D Carter
(Signature of Secured Party)

MONICA CARTER CSP

Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 520 PAGE 539
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK. 270891

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2144.31

If this statement is to be recorded in land records check here.

This financing statement Dated NOV 11, 1997 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JESSE ECKER
Address 635 CHARANTE CT F-1 GLEN BURNIE MD 21051

2. SECURED PARTY

Name ATCO FINANCIAL SERVICE
Address PO BOX 331 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) 12-1-97

4. This financing statement covers the following types (or items) of property: (list)

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

Name and address of Assignee

RECORD FEE 11.00

RECORD TAX 17.50

POSTAGE .50

#197430 CTTT R01 T09139

12/11/97

OR

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Jesse R Ecker
(Signature of Debtor)

JESSE ECKER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D. Carter CSR
(Signature of Secured Party)

MONICA CARTER CSR
Type or Print Above Signature on Above Line

11- 17.50 .50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 520 PAGE 540
Identifying File No. 270533

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1526.41

If this statement is to be recorded in land records check here.

This financing statement Dated 11-17-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name STANLEY BUTZ AND DEBORAH WILKES

Address 203 WILLIAMS RD 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)

4. This financing statement covers the following types (or items) of property: (list)

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

State and address of Assessor

RECORD FEE 10.00

RECORD TAX 14.00

POSTAGE .50

#197440 0777 P01 T09141

12/11/87

JA

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Stanley Butz
(Signature of Debtor)

STANLEY BUTZ

Type or Print Above Name on Above Line

Deborah Wilkes
(Signature of Debtor)

DEBORAH WILKES

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

50

270896

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: P.O. BOX 117
CITY & STATE: GLEN BURNIE, MD. 21051

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	
JULIANA JOSEPH		12-31-87	
7077-B CHRISTIAN LOOP		ACCOUNT NO	TAB
FT. MEADE, MD.		334102111	31

Filed with: CLERK OF COURT AN COUNTY FILE 13533

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)

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

RECORD FEE 11.00

RECORD TAX 17.50

POSTAGE .50

#197450 CTTT R01 T09:42

12/11/87

09

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 \$ 2155.13

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

Juliana Joseph
JULIANA JOSEPH

DEBTOR

BY *Joyce Raley Manager*
JOYCE RALEY MANAGER

DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

11/11/87

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 520 PAGE 542
Identifying File No. 270897

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2,011.32

If this statement is to be recorded in land records check here.

This financing statement Dated 11/27, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RAYMOND MCCUTCHEN

Address 1739 QUANTICO RD EDGEWATER MD 21031

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES RECORD FEE 11.00

Address PO BOX 977 GLEN BIRNIE MD 21031 RECORD TAX 21.00

POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above

#197460 0777 R01 T0914c

3. Maturity date of obligation (if any) 12/11/87

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee:

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Raymond M. Cutchen III
(Signature of Debtor)

RAYMOND MCCUTCHEN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D. Carter
(Signature of Secured Party)

MONICA CARTER CSR
Type or Print Above Signature on Above Line

1191 50

BOOK 520 PAGE 543 270893

FILE # 13502

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: P. O. BOX 992 997
CITY & STATE: GLEN BURNIE MD 21051

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	
LESTER AND JACQUELINE KUSHIEN			
3449 GRAFTON GARTH CRT			
GLEN BURNIE MD 21051		ACCOUNT NO	TAB
		714105038	

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)

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY:

RECORD FEE 12.00
RECORD TAX 24.50
POSTAGE .50

#197480 0777 R01 T09:47

12/11/87

39

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

\$ 3455.43

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY DAVID I. BUTLER TITLE ACCT. REP.

[Signature]
LESTER KUSHIEN DEBTOR

[Signature]
JACQUELINE KUSHIEN DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

1200
2450
.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. BOOK 520 PAGE 544

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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. 270999

This financing statement Dated 12/27/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. #13588

1. DEBTOR

Name STEVEN AND TERRY ALLEN

Address 120 WINDSOR DR GAITHERSBURG MD 20878

2. SECURED PARTY

Name MFC FINANCIAL SERVICES

Address 700 W. WASHINGTON BLVD BALTIMORE MD 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assessor	
RECORD FEE	12.00
RECORD TAX	14.00
POSTAGE	.50

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

#157490 0777 R01 109148

12/11/87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Steven Allen
(Signature of Debtor)

STEVEN ALLEN
Type or Print Above Name on Above Line

Terry Dean Allen
(Signature of Debtor)

TERRY ALLEN
Type or Print Above Signature on Above Line

Monica D. Carter
(Signature of Secured Party)

MONICA CARTER CSP
Type or Print Above Signature on Above Line

12-14-87

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 520 PAGE 545

Identifying File No. 270900

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1222.43

If this statement is to be recorded in land records check here.

This financing statement Dated 12/11/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

ROGER AND SHARON BLEVINS Name

Address 22 E CEDAR HILL RD BALTIMORE MD 21229

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address 22 BOX 445 NEW BURNER MD 21151

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

Name and address of Assessor	
RECORD FEE	12.00
RECORD TAX	35.00

POSTAGE .50

#197500 0777 R01 709149

12/11/87

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)

Robert Blevins (Signature of Debtor)

ROGER BLEVINS

Type or Print Above Name on Above Line

Sharon A Blevins (Signature of Debtor)

SHARON BLEVINS

Type or Print Above Signature on Above Line

Monica D. Carter (Signature of Secured Party)

MONICA CARTER CSP

Type or Print Above Signature on Above Line

12/31/87

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: September 9, 1987

BOOK 520 1154

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

270901

NAME OF DEBTOR (S): Suberi Gallery of Enchanted Art, Inc.
216 Main Street
Annapolis, Maryland 21401

ADDRESS:

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT
ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable
now owned and hereafter acquired, excluding motor vehicles.

RECORD FEE 11.00
POSTAGE .50
#197550 0777 R01 710:02
12/11/87
JA

DEBTOR(S):

SECURED PARTY:

Suberi Gallery of Enchanted Art, Inc.
(Company Name)

ANNAPOLIS FEDERAL SAVINGS BANK

BY: Max Suberi, President

BY: _____

BY: Paul R. O'Connell
(Authorized Signature)

BY: _____

Paul R. O'Connell
Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

11.50

520-547

not used

Sh. be Land

12-11-87

REGISTER FROM
Registre, Inc.
2004 E. UNIVERSITY AVE.
MILLS, MINN. 55425
(612) 571-0911

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 520 PAGE 548
Identifying File No. 270903

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Lend Lease Trucks Inc.

Address 7700 France Avenue South, Minneapolis, MN 55435

2. SECURED PARTY

Name Norwest Bank Minneapolis, National Association

Address Eighth Street and Marquette, Minneapolis, MN 55479

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit A attached hereto and made a part hereof.

RECORD FEE 13.00

POSTAGE .50

*See Exhibit B attached hereto and made a part hereof.
Filed with the Annearundel County Recorder

#197130 0777 R01 T10#37

12/11/87

59

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Lend Lease Trucks Inc.

By [Signature]
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

13.50

13.50

EXHIBIT A TO FINANCING STATEMENT

Debtor: Lend Lease Trucks Inc.
Secured Party: Norwest Bank Minneapolis, National Association

This financing statement covers the following types or items of property:

- (a) Inventory. All inventory of Debtor except vehicles, whether now owned or hereafter acquired and wherever located;
- (b) Accounts and Other Rights to Payment. Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement or otherwise, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor; all including but not limited to all present and future contract rights, debt instruments, certificates of deposit, chattel papers, accounts, loans and obligations receivable and tax refunds;

together with all substitutions and replacements for and products and proceeds of any of the foregoing property and, in the case of all tangible collateral, together with (i) all accessions and all accessories, attachments, parts, equipment and repairs now or hereafter attached or affixed to or used in connection with any such goods, and (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods.

800-520-550

EXHIBIT B TO FINANCING STATEMENT

Debtor: Lend Lease Trucks Inc.

Secured Party: Norwest Bank Minneapolis, National Association

The debtor's local address is as follows:

701 Wedeman Avenue
Linthicum Heights, MD 21090

BOOK 520 PAGE 551

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 State Department of Assessment & Taxation.

5. Debtor(s) Name(s) Address(es) Bethany 40 Center Glenn Professional Center
 S & W Optical, Inc. 10176 Baltimore National Pike 408 Crain Highway, S.W.
 Ellicott City, Maryland 21043 Suite 5
 St. Agnes Medical Center Glen Burnie, Maryland 21601
 3455 Wilkens Avenue, Suite 101-A
 Baltimore, Maryland 21229

6. Secured Party Address
 Equitable Bank, National Association 100 S. Charles Street
 Attention: Cathy Friesner Baltimore, Maryland 21201
 Loan Documentation

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed 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 S & W Optical, Inc.
By: Alan L. Wilder (Seal)
Alan L. Wilder, President

(Seal)

RECORD FEE 11.00
POSTAGE .50
#197160 CY77 R01 T10439
(Seal)
12/11/87
JA

Mr. Clerk, Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

1150

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL
BALTIMORE, MARYLAND 21201

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 520 PAGE 552

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 70905

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 12/08/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CHESAPEAKE CUSTOM BUILDERS,
Address P.O. BOX 332 GLEN BURNIE MD 21061

2. SECURED PARTY

Name THE BANK OF GLEN BURNIE
Address P.O. DRAWER 70, GLENBURNIE, MARYLAND 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 12/08/91

4. This financing statement covers the following types (or items) of property: (list)

534 Loed Fork Lift

RECORD FEE 14.00

POSTAGE .50

#197800 C777 R01 T10:45

12/11/87

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)
(Products of collateral are also covered)

CHESAPEAKE CUSTOM BUILDERS,

BY: THOMAS B. SPAFFORD,
Type or Print Above Name on Above Line

BY: JAMES C. DENNIS, & Eugene V. Dennie
(Signature of Debtor)

JAMES C. DENNIS, & Eugene V. Dennie
Type or Print Above Signature on Above Line

THE BANK OF GLEN BURNIE

(Signature of Secured Party)

STEVE G. BOYD
Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 520 PAGE 553
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

270906

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 ROSEPOINT ASSOCIATES
Address 439 FERRY POINT ROAD, ANNAPOLIS, MARYLAND 21403

2. SECURED PARTY LESSOR:

Name NFC LEASING, INC.
Address 950 YORK ROAD, HINSDALE, ILLINOIS 60521

Person And Address To Whom Statement Is To Be Returned If Different From Above

Maturity date of obligation (if any): _____

3. This financing statement covers the following types (or items) of property: (list)
AS PER A SCHEDULE ATTACHED HERETO AND MADE A PART HEREOF.
LEASE AGREEMENT NUMBER 10242 (DATED SEPTEMBER 4, 1987) AND
SCHEDULE A (DATED SEPTEMBER 4, 1987) THERETO.

RECORD FEE 12.00

POSTAGE .50

#198170 0777 R01 T11P15

12/11/87

NOT SUBJECT TO RECORDATION TAX - TRUE LEASE

CHECK THE LINES WHICH APPLY

4. (If collateral is crops) The above described crops are growing or are to be grown on (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

ROSEPOINT ASSOCIATES

John W. Yost
(Signature of Debtor)

Freddie W. Yost PRESIDENT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NFC LEASING, INC.

William A. Castellano
(Signature of Secured Party)

William A. Castellano PRESIDENT
Type or Print Above Signature on Above Line

17.50

SEP 25 1987

A SCHEDULE ATTACHED TO AND MADE A PART OF A UNIFORM COMMERCIAL CODE FINANCING STATEMENT BETWEEN THE DEBTOR AS LESSEE AND THE SECURED PARTY AS LESSOR COVERING THE PROPERTY DESCRIBED HEREIN AND LOCATED AT SATURN CORPORATION, 4701 LYDELL ROAD, CHEVERLY, MARYLAND 20781 AND BEING LEASED BY THE PARTY NAMED HEREIN AS DEBTOR UNDER A TRUE LEASE #10242 (DATED SEPTEMBER 4, 1987) AND SCHEDULE A (DATED SEPTEMBER 4, 1987) THERETO. NEITHER THE EXECUTION NOR THE FILING HEREOF SHALL IN ANY MANNER IMPLY THAT THE RELATIONSHIP BETWEEN SUCH PARTIES IS OTHER THAN AS LESSEE AND LESSOR RESPECTIVELY. THIS FINANCING STATEMENT IS FILED SOLELY AS A PRECAUTIONARY MEASURE TO PROTECT THE INTERESTS OF THE PARTIES IN THE EVENT OF CONTRARY ASSERTIONS BY ANY THIRD PARTY. EQUIPMENT:

ITEM NUMBER	QUANTITY	DESCRIPTION	SERIAL #
1	16	Paradyne 2748-03 Modem Serial Numbers: 544272, 544273, 544274, 544275, 544276, 544277, 544278, 544279, 544280, 544281, 544282, 544283, 544284, 544285, 539592, 539593	
2	16	Paradyne 2724-011 Dual Call Auto Answer	N/A
3	1	Paradyne 2930-02 MSD 4 Port	
4	1	Paradyne 5508-011 ENTRE	N/A
5	8	Paradyne 5506-05 Universal Hubbing DE	N/A
6	1	Paradyne 5506-02 Hubbing Adpt/Anly CP	N/A
7	1	Paradyne 4951-03 70" Cabinet	547036
8	1	Paradyne 4952-057 Fan	N/A
9	1	Paradyne 4951-302 12 Modem Shelf	N/A

SEP 25 1987

STATE OF FLORIDA Semnole Form UCC-3
UNIFORM COMMERCIAL CODE — STATEMENT OF CHANGE — FORM UCC-3 REV. 1981
 THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Information on items 1 and 2 must agree exactly with the original filing information or as previously amended.

THIS SPACE FOR USE OF FILING OFFICER:
 Date, Time, Number & Filing Office

DEBTOR (Last Name First if a Person)
 NAME Tire Engineering, Inc.

1A MAILING ADDRESS P. O. Box 6299
 CITY Annapolis STATE Maryland 21401

MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)
 NAME

1B MAILING ADDRESS
 CITY STATE

MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)
 NAME

1C MAILING ADDRESS
 CITY STATE

SECURED PARTY (Last Name First if a Person)
 NAME National Factors, Ltd.

2A MAILING ADDRESS P. O. Box 149141
 CITY Orlando STATE Florida 32814-9141

MULTIPLE SECURED PARTY (IF ANY) (Last Name First if a Person)
 NAME

2E MAILING ADDRESS
 CITY STATE

BOOK 520 PAGE 555
 1987 NOV 18 AM 9:27

RECORD FEE 10.00
 #198200 0777 P01 T11:17
 12/11/87

3. This statement refers to original Financing Statement bearing File Number ~~XXXX~~ 263730 and filed with Clerk of Circuit Court Anne Arundel County Maryland. The original was filed on September 15, 1986.

- 4. Continuation: The original financing statement between the foregoing Debtor(s) and Secured Party(ies) bearing file number shown above is still effective.
- 5. Termination: Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 6. Partial Assignment: Some of Secured party's rights under the Financing Statement have been assigned to the assignee whose name and address are set forth in Item 11. A description of the collateral subject to the assignment is also set forth in Item 11.
- 7. Full Assignment: All of Secured Party's rights under the Financing Statement have been assigned to the assignee whose name and address are set forth in Item 11.
- 8. Amendment: Financing Statement bearing file number shown above is amended as set forth in Item 11. Signature of Debtor required at Item 14 unless amendment changes only name or address of either party.
- 9. Release: Secured party releases only the collateral described in Item 11 from the financing statement bearing file number shown above.
- 10. Check if true: All documentary stamp taxes due and payable or to become due and payable pursuant to Chapter 201.22, F.S. have been paid.

11. If more space is required, attach additional sheets 8 1/2 x 11.

12. No. of Additional Sheets presented.

14. SIGNATURE(S) OF DEBTOR(S) Necessary Only For Amendment. See Item 8.

13. Return Copy to
 NAME National Factors, Ltd.
 ADDRESS P. O. Box 149141
 CITY Orlando
 STATE Florida ZIP CODE 32814-9141

15. SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE
 National Factors, Ltd.
 By: *Sidney R. Geist* 11/2/87
 Sidney R. Geist
 General Partner

STANDARD FORM — FORM UCC-3

Approved by Secretary of State, State of Florida

FILING OFFICER COPY

100

BOOK 520 PAGE 558

FINANCING STATEMENT CHANGE

Ford Motor Credit Company

This STATEMENT is presented for filing pursuant to the Uniform Commercial Code RK 22

Debtor(s) (Last Name First) and Address(es) Grotz, Larry E. Grotz, Doris R. 1644 Eton Way Crofton, MD 21114	Secured Party(s) and Address(es) Ford Motor Credit Company 4200 N.	Security Date: For Filing Office (Date, Time, Number and Filing Office) RECORD FEE 10.00 POSTAGE .50 Instrument prepared by #158150 0777 601 711417 12/11/87
---	---	---

This Statement refers to original Financing Statement No. 260459
 Date filed: FEB 18, 19 88 Filed with CLERK OF THE CIRCUIT COURT

- A. CONTINUATION -- The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above is still effective.
- B. PARTIAL RELEASE -- From the collateral described in the financing statement, bearing the file number shown above, the Secured Party releases the property indicated below.
- C. ASSIGNMENT -- The Secured Party certifies that the Debtor has assigned to the Assignee, whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the property indicated below.
- D. TERMINATION -- The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
- E. AMENDMENT -- The financing statement bearing the above file number is amended:
 - To show the Secured Party's new address as indicated above.
 - To show the Debtor's new address as indicated above.
 - As set forth below.

Libert-4674
Pg-573

Dated: December 7, 19 87 (Signature of Debtor, if required) _____ (Debtor)
 By: C. P. Robertson (Signature of Secured Party) _____ (Secured Party)

270903

BOOK 520 PAGE 557

This FILING STATEMENT is prepared by a Filing Office for filing purposes by the Uniform Commercial Code. No. of Additional Sheets Presented. The Debtor is a transacting entity.

1. Debtor(s) Name (or Name and Address):
ROBERT H. PRINCE, JR.
DORRIS B. JAMES
26 S. BRUCE STREET
LAUREL, MD 20646

2. Secured Parties Name(s) and Address(es):
GREEN TREE ACCEPTANCE INC.
2200 BRITT BLVD #245
WOODBRIDGE VA 22191

3. Filing Office (Date, Time, No. Filing Office):
RECORD FEE 12.00
POSTAGE .50

4. The Filing Statement covers the following type(s) of asset(s):
100 CONSIGNEE GUARDIAN
50 1/2 AC ACRE 3/4 AGRICULTURE
AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND
APPURTENANCES THEREIN AND THEREON, INCLUDING BUT NOT
LIMITED TO THOSE ITEM SPECIFIED IN THE MANUFACTURER'S
 Products of the Debtor (or also covered) AGREEMENT AND/OR METAL.

5. A signed (1) of Secured Party and Address(es):
#198260 0777 R01 T11#24
12/11/87

6. Describe Real Estate item: This statement is to be indexed in the Real Estate Records.

7. Name of a Record Owner:
 The described crops are growing or to be grown on *
 The described goods are in use to be cultured on *
 The number to be put on 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 provided 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 taken, or
already subject to a security interest in another jurisdiction
 when the collateral was brought into this State, or when the Debtor's location was changed to this State.

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignor(s) and Consignor(s) or
 Lessor(s) and Lessor(s)

By: ROBERT H. PRINCE, JR. DORRIS B. JAMES
Robert H. Prince, Jr. *Dorris B. James*
Signature(s) of Debtor(s)

GREEN TREE ACCEPTANCE INC.
[Signature]
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

13-83 (1) FILING OFFICER COPY - NUMERICAL
STANDARD FORM - FORM 000-1 - Approved by Secretary of Commonwealth of Pennsylvania

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): Joseph R. Smith, Sr.
Address: Sylvia E. Smith
3409 Riva Road
Davidsonville, Maryland 21035

2. Name of Secured Party: Annapolis Banking & Trust Co.
Address: P.O. Box 311
Annapolis, Maryland 21404

RECORD FEE 12.00
POSTAGE .50
#111940 C237 R02 T12:33
12/11/87
39

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property:

Case Loader W-18 1982
Serial #9142620

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:

Debtor(s):

Joseph R. Smith, Sr.
.....
Joseph R. Smith, Sr.

Sylvia E. Smith
Sylvia E. Smith
.....

Secured Party:

..... Annapolis Banking & Trust Co.
(Type Name of Dealership)

[Signature]
By
(Authorized Signature)

..... John M. Suit, II, Executive 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.)

TERMINATION STATEMENT

BOOK 520 PAGE 559

File Number of original Financing Statement: 258677
Place filed: Financing Statement Records for Anne Arundel County, MD
Date filed: October 1, 1985
Recording Reference: Book 490 Page 235

This statement of termination of financing is presented to a filing officer for filing pursuant to the provisions of Article 9 of the Uniform Commercial Code of the State of Maryland.

1. Name of Debtor: Solomons Inn Joint Venture
2. Address of Debtor: c/o The Simpson Land Company 210 Holiday Court
Annapolis, MD 21401
3. Name of Secured party: County Commissioners of Calvert County, MD
and Equitable Bank, N. A.
4. Address of Secured party: Equitable Bank Center 100 S. Charles St.
Baltimore, MD 21201

THE ORIGINAL FINANCING STATEMENT WAS ASSIGNED BY ITS TERMS TO
EQUITABLE BANK, N. A.

The secured party certifies that it no longer claims a security interest under the Financing Statement bearing the number shown above.

Dated this 10th day of December, 1987.
EQUITABLE BANK, N.A.

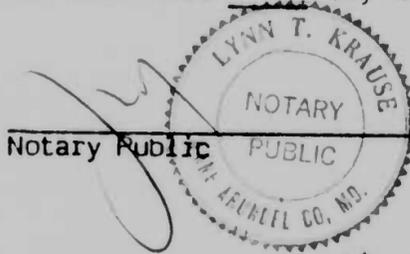
RECORD FEE 10.00
POSTAGE .50
#12200 0237 R02 T13:05
12/11/87
39

William E. Eyring, Jr.
Secured party of record
William E. Eyring, Jr. Vice President

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I, the undersigned, a Notary Public in and for the State of Maryland, County of Anne Arundel, hereby certify that the foregoing instrument was produced before me in the State of Maryland, County of Anne Arundel, by the secured party named therein, and was acknowledged by WILLIAM E. EYRING, JR. its duly authorized officer, to be the free and voluntary act of the secured party by its duly authorized officer.

AS WITNESS my hand and Notarial Seal this 10th day of DECEMBER, 1987.



My Commission Expires: 7/1/90

Mail to:
Michaelson, Krause,
& Ferns & Newell
91 Cathedral St
Annapolis, Md 21401

1314B

UCC
TERMINATION STATEMENT

BOOK 520 PAGE 580

File Number of original Financing Statement: 262423
Place filed: Financing Statement Records of Anne Arundel County
Date filed: JULY 27 1987
Recording Reference: BOOK 499 Page 263

This statement of termination of financing is presented to a filing officer for filing pursuant to the provisions of Article 9 of the Uniform Commercial Code of the State of Maryland.

1. Name of Debtor: The Simpson Land Company, et al
2. Address of Debtor: 210 Holiday Court Annapolis, MD 21401
3. Name of Secured party: Equitable Bank, N. A.
4. Address of Secured party: Equitable Bank Center 100 South Charles St.
Baltimore, MD 21202

The secured party certifies that it no longer claims a security interest under the Financing Statement bearing the number shown above.

Dated this 10th day of December, 1987.

RECORD FEE 10.00
POSTAGE .50
9112210 COST R02 113:06
12/11/87
JA

EQUITABLE BANK, N.A.
William E. Eyring, Jr.
Secured party of record
William E. Eyring, Jr. Vice President

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I, the undersigned, a Notary Public in and for the State of Maryland, County of Anne Arundel, hereby certify that the foregoing instrument was produced before me in the State of Maryland, County of Anne Arundel, by the secured party named therein, and was acknowledged by William E. Eyring, JR. its duly authorized officer, to be the free and voluntary act of the secured party by its duly authorized officer.

AS WITNESS my hand and Notarial Seal this 10th day of DECEMBER, 1987.

[Signature]
Notary Public

My Commission Expires: 7/1/90

1314B

Mail to:
Michaelson, Kraus,
Ferris + Newell
91 Cathedral St
Annapolis, Md 21401

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$4800.00

To be Recorded in Land Records (For Fixtures Only).

<u>Name of Debtor</u>	<u>Address</u>
Diane G. Santelmann Paul A. Weager	1003 Kensington Drive Annapolis, Md. 21403

RECORD TAX 35.00
#020130 0040 004 114125
12/15/87

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): Hewlett Packard Publisher System Document #442101 Monitor; All Publisher Software; Laser Jet Series 11 Printer; and all other equipment included CPU Serial #2742A01148, Monitor Serial #8733K42347 Laser Jet Printer, Serial #2731J85614

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

RECORD FEE 12.00
POSTAGE .50
#015860 0040 004 114125
12/14/87

3. Proceeds 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)

Secured Party (or Assignee)

[Signature]
Diane G. Santelmann
[Signature]
Paul A. Weager

FARMERS NATIONAL
BANK OF MARYLAND

BY

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

120 34

#BJC.1002
12 14/87
9-57

BOOK 520 PAGE 562

270917

To Be Recorded In Trust
State and County
of Anne Arundel
County, Maryland

Not Subject To
Recordation Tax

The appropriate amount of documentary stamps are affixed to certain Deeds of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security for the same indebtedness.

RECORD FEE 19.00
POSTAGE .50

FINANCING STATEMENT

#200620 LGMS R01 T10:29

This Financing Statement dated December 14, 1987, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

12/15/87
P

1. Debtor: Address:
Crow-Ritchie Limited Partnership, a Maryland limited partnership
Trammell Crow Company
1025 Thomas Jefferson Street,
N.W., Suite 720
Washington, D.C. 20007
2. Secured Party:
Aetna Life Insurance Company, a Connecticut corporation
CityPlace
Hartford, Connecticut 06156
Attn: Aetna Realty
Investors, Inc.
3. This Financing Statement Covers:
(a) All leases and rents, income and profits due and becoming due, including, without limitation, all cash, security deposits, advance deposits, advance rentals and deposits or

100
9

payments of a similar nature, from the hereinafter described real property.

(b) All tangible personal property now or at any time hereafter located on or at the hereinafter described real property or any part thereof, or used in connection therewith, whether now owned or leased or hereafter acquired, including, but not limited to: all building materials, goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers, and other lighting fixtures and office maintenance and other supplies, and any and all renewals and replacements thereof and any substitutions for, or additions to, the same.

(c) The interest of Debtor in any and all (i) proceeds of insurance now or hereafter in effect with respect to the hereinafter described real property or any other property described in the Deed of Trust (hereinafter defined), and (ii) awards with

respect to the taking by eminent domain, or by proceeding or purchase in lieu thereof, of the whole or any part of the hereinafter described real property or any other property described in the Deed of Trust, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

4. Proceeds of collateral are covered hereunder.
5. The aforesaid items are included as security under a Consolidated Deed of Trust pursuant to an Agreement of Confirmation, Consolidation, Modification and Extension of even date herewith given by Debtor to David E. Belcher and Donald L. Bradfield, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing indebtedness owed by Debtor to the Aetna Life Insurance Company.
6. The real estate consists of a certain 22+ acre parcel of land and the improvements thereon located in the 3rd election district of Anne Arundel County, Maryland, and more particularly described in Exhibit A attached hereto.

Debtor: Crow-Ritchie Limited Partnership, a Maryland limited partnership

By: Crow-Jumpers Retail Limited Partnership, a Texas limited partnership, General Partner

By: 
Peter J. Henry,
General Partner

To The Filing Officer: After this statement has been recorded, please mail the same to Beverly J. Cihan, Esquire, Semmes, Bowen & Semmes, 250 West Pratt Street, Baltimore, Maryland 21201.

Calvert Land Title Corporation
Professional Centre
815 Ritchie Hwy.
Savanna Park, Md. 21146

EXHIBIT "A"
CLT 8447

Grow-Ritchie Limited Partnership
unto
Aetna Life Insurance Company

BOOK 520 PAGE 565

Description of Lot 2R, Minor Subdivision Revised Lot 2R and Lot 3R, Pasadena Plaza Third District Anne Arundel County, Maryland:

BEGINNING FOR THE SAME at a point along the Northeast side of Governor Ritchie Highway, said point of beginning also marks the end of the South 54 degrees 37 minutes 00 seconds West 272.82 feet division line between Lot 2R and Lot 3R as shown on the plat, Minor Subdivision, Revised Lot 2R and Lot 3R, PASADENA PLAZA," recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 98, Page 36; thence leaving said point of beginning and also leaving the Northeast side of said Governor Ritchie Highway and running with and binding along the boundary of Lot 2R as shown on the aforementioned plat,

- 1) North 54 degrees 37 minutes 00 seconds East 272.82 feet,
- 2) North 37 degrees 45 minutes 40 seconds West 53.52 feet,
- 3) North 52 degrees 14 minutes 20 seconds East 958.00 feet,
- 4) South 37 degrees 45 minutes 40 seconds East 709.40 feet
- 5) South 34 degrees 42 minutes 05 seconds West 872.73 feet,
- 6) North 55 degrees 04 minutes 25 seconds West 508.37 feet, and
- 7) South 35 degrees 06 minutes 35 seconds West 281.54 feet to intersect the Northeast side of the aforesaid Governor Ritchie Highway; thence running with and binding along the said Northeast side of said Highway as shown on the aforementioned plat,
- 8) North 35 degrees 23 minutes 00 seconds West 528.22 feet to the point of beginning.

Containing in all 22,095 acres of land, more or less.

Subject to all those easements and right-of-ways as shown on the aforementioned plat.

BEING all of Lot 2R as shown on a Plat entitled "Revised Lot 2R and Lot 3R, PASADENA PLAZA " as recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 98 folio 36.

TOGETHER WITH those certain non-exclusive rights and easements contained in a Deed and Agreement dated March 10, 1980, by and between Jacob L. Cardin and Land Builders, Incorporated and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3296 folio 512, and modified by deed recorded among the Land Records of A.A. Co., MD. in Liber 4201, folio 554.

TOGETHER WITH those certain non-exclusive rights and easements contained in an Agreement dated May 22, 1980, by and between Frank J. Nascone and Antoinette Nascone, his wife, and Frank J. Zappala, Jr., and Marueen Zappala, his wife, and MARCORP ASSOCIATES ONE, a Pennsylvania limited Partnership; and Jacob L. Cardin of Baltimore, Maryland; and Land Builders Incorporated a Virginia corporation, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3485, folio 517.

Calvert Land Title Corporation
Professional Centre
815 Ritchie Hwy.
Severna Park, Md. 21146

12/09/87
9.57.1.2

BOOK 520 PAGE 566

STATEMENT OF ASSIGNMENT OF
FINANCING STATEMENT

This Statement is presented to a Filing Officer for filing pursuant to the Maryland Uniform Commercial Code. This Statement refers to the original Financing Statement, filed among the Financing Statement Records of Anne Arundel County, in liber 507, page 189, on November 24, 1986.

1. NAME AND ADDRESS OF DEBTOR:

Crow-Ritchie Limited Partnership
c/o Trammell Crow Company
1025 Thomas Jefferson Street, N.W.
Suite 720
Washington, D.C. 20007

2. NAME AND ADDRESS OF SECURED PARTY:

Union Trust Company of Maryland
7 St. Paul Street
Baltimore, Maryland 21202

RECORD FEE 10.00

POSTAGE .50

M200530 1345 R01 T10:30

12/15/87

3. NAME AND ADDRESS OF ASSIGNEE OF SECURED PARTY:

Aetna Life Insurance Company
CityPlace
Hartford, Connecticut 06156
Attn: Aetna Realty Investors, Inc.

4. The Secured Party of record has assigned, without recourse, to the Assignee the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein.

RETURN TO:

Beverly J. Cihan, Esquire
Semmes, Bowen & Semmes
250 West Pratt Street
Baltimore, Maryland 21202

SECURED PARTY:

SIGNET BANK/MARYLAND, formerly
known as Union Trust Company
of Maryland

By: Mary F. Oliver (SEAL)

George F. Oliver
(Print Name)

Vice President
(Title)

12/14/87

10.00

3

COPY

520 567 1515 368

2709:11

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records.
- 2. To Be Recorded among the Financing Statement Record.
- 3. Not Subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of ONE HUNDRED SEVENTY-FOUR THOUSAND DOLLARS (\$174,000.00). The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel County.

5. Debtor(s) Name(s) Address(es)
 JOHN J. LONERGAN, JR. and 424 Broadneck Road
 EMILY LONERGAN Annapolis, Maryland 21401

6. Secured Party Address
 First National Bank of Maryland 18 West Street
 Annapolis, Maryland 21401

7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and on-cash proceeds and products thereof.

8. All or a portion of the property described above is affixed or is to be affixed to on the real estate described on Exhibit A attached hereto and made a part hereof by reference.

DEBTOR:

SECURED PARTY:

FIRST NATIONAL BANK OF MARYLAND
 BANKED FEE 30.00
 POSTAGE .50

[Signature]
 John J. Lonergan, Jr.

[Signature]
 BY: Catherine T. Lewis,
 Regional Loan Officer

[Signature]
 Emily Lonergan

BY: _____

Address where Collateral will be located:

424 Broadneck Road
 Annapolis, Maryland 21401

LAW OFFICES
 MANIS
 WILKINSON, SANDER &
 GOLDSBOROUGH
 CHARTERED
 P. O. BOX 100
 ANNAPOLIS, MARYLAND
 21401-0100

1
 30-
 1

520-568

BOOK 4515 PAGE 369

Filing Officer:
After recordation, please return to:

Pat Weiss
MANIS, WILKINSON, SNIDER
& GOLDSBOROUGH, CHARTERED
23 West Street - P.O. Box 1911
Annapolis, Maryland 21401-1911

LAW OFFICES
MANIS
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P. O. BOX 1911
ANNAPOLIS, MD 21404
1901) 263-0700

521 509

4515-370

EXHIBIT "A"

BEGINS at the center of the County Road, at the point marked (2) on the plat, running thence with the County Road South seventy degrees fifteen minutes east three hundred and fifty-two feet thence North and eighty five degrees fifteen minutes East two hundred feet, thence South eighty six degrees thirty minutes East five hundred feet thence leaving the road and running North seventy degrees thirty minutes East two hundred and eight feet, thence North eighty six degrees thirty minutes west four hundred and sixteen feet, thence North seventy degrees thirty minutes east two hundred and sixty one feet thence North fifty six degrees west two hundred and forty two feet, thence South eighty seven degrees West three hundred and twenty feet thence South thirty one degree thirty minutes west two hundred and eighty four feet thence eastward at right angles sixteen feet thence South twenty seven degrees thirty minutes West two hundred and twenty seven feet to the Beginning. Containing ten acres of land more or less. SAVE ALL EXCEPT therefore all that parcel of ground in a Deed dated June 25, 1970, and recorded among the Land Records of Anne Arundel County in Liber 2251, folio 225.

Handwritten signature

LAW OFFICES
MANIS
WILKINSON SNIDER &
GOLDBOROUGH
CHARTERED
P. O. BOX 1011
ANNAPOLIS, MD 21404
12011 888-8888

520 570 270907

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ 260,000.00

FINANCING STATEMENT

ENTREX CORPORATION

1. Debtor(s):

Name or Names—Print or Type
136 Dock Street, Annapolis, Maryland 21401

Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Bay National Bank

Name or Names—Print or Type
2661 Riva Road, 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).
- Accounts, instruments, chatter paper, contracts, contract rights, accounts receivable, notes receivable, documents, general intangibles; furniture, fixtures, machinery and equipment; leases; and alcoholic beverage licenses.
4. If above described personal property is to be affixed to real property, describe real property.
5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

RECORD FEE 11.00
RECORD TAX 1820.00
POSTAGE .50
#113920 0055 R02 T1145
12/15/87
JA

DEBTOR(S):

(Signature of Debtor)

Entrex Corporation

Type or Print

By: Robert A. Blatt Pres.

(Signature of Debtor)

Type or Print

SECURED PARTY:

Bay National Bank

(Company, if applicable)

By: John S. Feldman, III

(Signature of Secured Party)

John S. Feldman, III, vice 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 Council, Baradel, Kosmerl & Nolan, P.A., Post Office Box 3323

Lucas Bros. Form F-1 Annapolis, Maryland 21403

11/17 1920⁰⁰

STATE OF MARYLAND

520 571

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268215

RECORDED IN LIBER 513 FOLIO 526 ON (DATE)

1. DEBTOR

Annapolis Retail Limited Partnership (formerly known as
Name Crow-Robinson Retail Limited Partnership)

Address 1001 30th Street, N.W., Suite 500, Washington, D.C. 20007

2. SECURED PARTY

Name Metropolitan Life Insurance Company
One Madison Avenue, New York, New York 10010

Address Attn: Vice President & Investment Counsel, Law Department,
Real Estate Investments

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Dorothea S. Ormond, Hansell & Post, 1667 K Street, N.W., Suite 500, Washington, D.C. 20006

3. Maturity date of obligation (if any) November 1, 1992

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.)

This Financing Statement secures an indebtedness in the original principal amount of \$12,500,000, having a maturity date of November 1, 1992. Debtor's name has been changed to Annapolis Retail Limited Partnership.

RECORD FEE 28.00

POSTAGE .50

#114130 1055 R02 712:27

Annapolis Retail Limited Partnership, a Texas limited partnership, by its sole general partner Crow-Robinson (A) Limited Partnership, a Texas limited partnership

12/15/87
JA

By: Peter J. Henry, Managing Partner

Metropolitan Life Insurance Company LEX

Dated November 30, 1987

Felix A. Orbe
(Signature of Secured Party)
Felix A. Orbe, Vice-President
Type or Print Above Name on Above Line

Exhibit "A" to UCC-3 Financing Statement

Description of Collateral

1) All of the estate, right, title and interest of Debtor in and to any and all fixtures, fittings, appliances, apparatus, and all machinery, equipment, building materials, furniture, furnishings, chattels, goods and other articles of property, whether real estate or not, now or at any time hereafter affixed to, attached to, placed upon or situated in or upon, and used, required or useful in any way in connection with the complete and comfortable use, enjoyment, occupancy and/or operation of, the real property described in Exhibit "B" attached hereto and incorporated herein (the "Property") (except any personal property, trade fixtures, furnishings, equipment, or furniture owned by any tenant occupying the Property or any improvements thereon, to the extent that the same has not become the property of the Debtor or the landlord of such tenant under the lease with such tenant or under applicable law (or is abandoned)) and all renewals or replacements thereof, all additions thereto or articles in substitution thereof, and all of the estate, right, title and interest of Debtor in and to all property of any nature whatsoever, now or hereafter situate on the Property (as hereinafter defined) or intended to be used in connection with the operation thereof (except as previously excluded), and including without limitation:

All gas and electric fixtures and chattels, radiators, heaters, engines and machinery, boilers, ranges, ovens, elevators, escalators and motors, lobby and hallway decorations and amenities, shades, screens, storm doors and windows, cabinets, bathtubs, sinks, water closets, basins, pumps, conduits, tanks, pipes, faucets, air-conditioning equipment, plumbing fixtures, heating fixtures, mirrors, mantels, refrigerating plants, refrigerators, dishwashers, furniture, furnishings, works of art, rugs, carpets and other floor and wall coverings, lamps, draperies, curtains, hangings, office equipment, laundry equipment, cooking utensils, apparatus and appliances, silverware, dishes, cash registers, wall safes, built-in furniture and installations, shelving, partitions, doorstops, vaults, dumb-waiters, telephonic, electronic, security and surveillance, and communications systems and equipment, radios, televisions, cameras, incinerators, sprinklers, alarm systems, safety, cleaning, landscaping, snow removal and refuse removal equipment, supplies and apparatus, fire prevention, detection and extinguishing systems and apparatus, and all building or other materials, supplies, and equipment and other personal property now or hereafter delivered to the Property and intended to be installed therein and/or relating to the operation of the Property and/or used in connec-

tion with the construction, letting and/or furnishing of the improvements to the property, or any business conducted therein.

2) All of the rents, royalties, issues, profits, revenues, income and other benefits of the Property arising from the use or enjoyment of all or any portion thereof or from any reservation agreement, occupancy agreement, lease, sublease or agreement pertaining thereto, and all right, title, and interest of Debtor in and to all such leases, subleases, and agreements now or hereafter entered into and all right, title and interest of Debtor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees, sublessees or invitees of their obligations thereunder, whether said cash or securities are to be held until the expiration of the terms of said leases, subleases, or agreements or are to be applied to one or more of the installments of rent or charges coming due immediately prior to the expiration of said terms.

3) All proceeds (including claims thereof or demands thereof) of the conversion, voluntary or involuntary, of any of the Property (as hereinafter defined) into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards.

4) All and singular the tenements, hereditaments, and appurtenances belonging to the Property, or any part thereof, hereby granted or intended so to be, or in anywise appertaining thereto (including, but not limited to, all income, rents, issues, and profits arising therefrom), all streets, alleys, passages, ways, watercourses, easements, all other rights, liberties, and privileges or whatsoever kind or character, the reversions and remainders thereof, and all the estate, right, title, interest, property, possession, claim, and demand whatsoever, at law as well as in equity, of Debtor, in and to all of the foregoing or any or every part thereof.

KIDDE CONSULTANTS, INC.

Subsidiary of Kidde, Inc.

EXHIBIT B

Legal Description

DESCRIPTION OF THE MARY HOFFMAN ET AL
PROPERTY (RESIDUE AREA)
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a concrete monument situate at the Northwest corner of the Douglas W. Diehl property situate on the Northwest side of Robinson Road near its intersection with the Southwest side of Governor Ritchie Highway, Maryland Route 2, 150 feet wide, thence binding on the Northeast boundary lines of the George E. Etzel property recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.H. 2104, Folio 24, and the Bruce M. Erickson property recorded among the aforesaid Land Records in Liber M.S.H. 2170, Folio 510 and referring the courses of this description to the Maryland State Grid Meridian and as now surveyed,

(1) North 33 degrees 36 minutes 26 seconds West 421.42 feet to a concrete monument found marking the Northernmost corner of the said Bruce M. Erickson property, thence binding on the Northeast property line of Howard M. Field property recorded among the aforesaid Land Records in Liber M.S.H. 2176, Folio 264,

(2) North 36 degrees 54 minutes 38 seconds West 74.77 feet to a concrete monument found, thence binding on part of the Southeast boundary line of the Howard M. Field property recorded among the aforesaid Land Records in Liber M.S.H. 2158, Folio 277,

KIDDE CONSULTANTS, INC.

Subsidiary of Kidde, Inc.

Description of Mary Hoffman
KCI Job Order No. 01-01-87165S/46965X
October 30, 1987
Page 2

(3) North 44 degrees 22 minutes 44 seconds East 35.89 feet
to a concrete monument found, thence

(4) North 35 degrees 51 minutes 52 seconds West 290.10 feet
to a concrete monument found thence binding on the Southeast
boundary line of the Baltimore and Annapolis Railroad property
recorded among the aforesaid Land Records in Liber N.H.G. 10,
Folio 86, the two (2) following courses,

(5) North 52 degrees 34 minutes 37 seconds East 419.83 feet
to a concrete monument found thence,

(6) North 52 degrees 36 minutes 56 seconds East 155.10 feet
to the Southwest side of Governor Ritchie Highway, Maryland Route
2, 150 feet wide thence binding on said Southwest side,

(7) South 35 degrees 29 minutes 41 seconds East 657.01 feet
to an iron pipe set, thence binding on the Northwest property
line of the Friendly Ice Cream Parcel and crossing Eadds Drive,
60 feet wide,

KIDDE CONSULTANTS, INC.

Subsidiary of Kidde, Inc.

800: 520-578

Description of Mary Hoffman
KCI Job Order No. 01-01-87165S/46965X
October 30, 1987
Page 3

(8) South 54 degrees 35 minutes 19 seconds West 360.24 feet to an iron pipe set crossing over an iron pipe found 60.00 feet from the end of said line, thence binding on the Southwest side of Eadds Drive, 60 feet wide,

(9) South 35 degrees 24 minutes 41 seconds East 44.85 feet thence,

(10) Along the arc of a circle curving to the left having a radius of 53.00 feet, a chord bearing and distance of 35 degrees 24 minutes 41 seconds East 104.34 feet; respectively, an arc distance of 147.73 feet; thence

(11) South 35 degrees 24 minutes 41 seconds East 264.84 feet to an iron pipe set, and

(12) South 12 degrees 14 minutes 31 seconds West 33.68 feet to an iron pipe set thence binding on a proposed 80 foot wide right-of-way line for Robinson Road as recorded among the aforesaid Land Records in Liber W.G.L. 3447, Folio 594,

(13) South 59 degrees 53 minutes 43 seconds West 55.02 feet to an iron pipe set, thence binding on the East boundary line of the Douglas W. Diehl property recorded among the aforesaid Land Records in Liber W.G.L. 3115, Folio 733,

(14) North 35 degrees 26 minutes 41 seconds West 259.80 feet

BOOK 520 PAGE 577

KIDDE CONSULTANTS, INC.

Subsidiary of Kidde, Inc

Description of Mary Hoffman
KCI Job Order No. 01-01-87165S/46965X
October 30, 1987
Page 4

to a post, thence binding on the Northwest boundary line of the
said Diehl property,

(15) South 59 degrees 47 minutes 19 seconds West 180.54 feet
to the point of beginning,

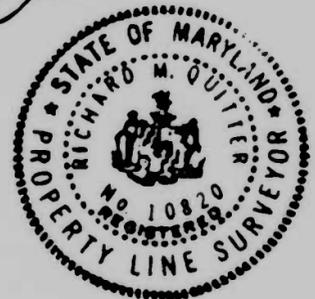
CONTAINING 10.184 acres of land, more or less.

RMQ/bg

KCI Job Order No. 01-87165S
Work Order No. 46965

October 30, 1987

Richard M. O'Jitter



STATE OF MARYLAND

800. 5:20 PAGE 578

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259453

RECORDED IN LIBER 492 FOLIO 227 ON _____ (DATE)

1. DEBTOR
Name Annapolis Retail Limited Partnership (formerly known as
Crow-Robinson Retail Limited Partnership)
Address 1001 30th Street, N.W., Suite 500, Washington, D.C. 20007

2. SECURED PARTY
Name Metropolitan Life Insurance Company
One Madison Avenue, New York, New York 10010
Address Attn: Vice President & Investment Counsel, Law Department,
Real Estate Investments

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Dorothea S. Ormond, Hansell & Post, 1667 K Street, N.W., Suite 500, Washington, D.C. 20006

3. Maturity date of obligation (if any) November 1, 1992

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>This Financing Statement secures an indebtedness in the original principal amount of \$12,500,000, having a maturity date of November 1, 1992. Debtor's name has been changed to Annapolis Retail Limited Partnership.</p>	

RECORD FEE 28.00
POSTAGE .50

#114120-D055 R02 T12:26

Annapolis Retail Limited Partnership, a Texas limited partnership, by its sole general partner Crow-Robinson (A) Limited Partnership, a Texas limited partnership

12/15/87

By: Peter J. Henry, Managing Partner

Metropolitan Life Insurance Company

Dated November 30, 1987

Felix A. Orbe

(Signature of Secured Party)

Felix A. Orbe, Vice-President

Type or Print Above Name on Above Line

Exhibit "A" to UCC-3 Financing Statement

Description of Collateral

1) All of the estate, right, title and interest of Debtor in and to any and all fixtures, fittings, appliances, apparatus, and all machinery, equipment, building materials, furniture, furnishings, chattels, goods and other articles of property, whether real estate or not, now or at any time hereafter affixed to, attached to, placed upon or situated in or upon, and used, required or useful in any way in connection with the complete and comfortable use, enjoyment, occupancy and/or operation of, the real property described in Exhibit "B" attached hereto and incorporated herein (the "Property") (except any personal property, trade fixtures, furnishings, equipment, or furniture owned by any tenant occupying the Property or any improvements thereon, to the extent that the same has not become the property of the Debtor or the landlord of such tenant under the lease with such tenant or under applicable law (or is abandoned)) and all renewals or replacements thereof, all additions thereto or articles in substitution thereof, and all of the estate, right, title and interest of Debtor in and to all property of any nature whatsoever, now or hereafter situate on the Property (as hereinafter defined) or intended to be used in connection with the operation thereof (except as previously excluded), and including without limitation:

All gas and electric fixtures and chattels, radiators, heaters, engines and machinery, boilers, ranges, ovens, elevators, escalators and motors, lobby and hallway decorations and amenities, shades, screens, storm doors and windows, cabinets, bathtubs, sinks, water closets, basins, pumps, conduits, tanks, pipes, faucets, air-conditioning equipment, plumbing fixtures, heating fixtures, mirrors, mantels, refrigerating plants, refrigerators, dishwashers, furniture, furnishings, works of art, rugs, carpets and other floor and wall coverings, lamps, draperies, curtains, hangings, office equipment, laundry equipment, cooking utensils, apparatus and appliances, silverware, dishes, cash registers, wall safes, built-in furniture and installations, shelving, partitions, doorstops, vaults, dumb-waiters, telephonic, electronic, security and surveillance, and communications systems and equipment, radios, televisions, cameras, incinerators, sprinklers, alarm systems, safety, cleaning, landscaping, snow removal and refuse removal equipment, supplies and apparatus, fire prevention, detection and extinguishing systems and apparatus, and all building or other materials, supplies, and equipment and other personal property now or hereafter delivered to the Property and intended to be installed therein and/or relating to the operation of the Property and/or used in connec-

tion with the construction, letting and/or furnishing of the improvements to the property, or any business conducted therein.

2) All of the rents, royalties, issues, profits, revenues, income and other benefits of the Property arising from the use or enjoyment of all or any portion thereof or from any reservation agreement, occupancy agreement, lease, sublease or agreement pertaining thereto, and all right, title, and interest of Debtor in and to all such leases, subleases, and agreements now or hereafter entered into and all right, title and interest of Debtor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees, sublessees or invitees of their obligations thereunder, whether said cash or securities are to be held until the expiration of the terms of said leases, subleases, or agreements or are to be applied to one or more of the installments of rent or charges coming due immediately prior to the expiration of said terms.

3) All proceeds (including claims thereof or demands thereof) of the conversion, voluntary or involuntary, of any of the Property (as hereinafter defined) into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards.

4) All and singular the tenements, hereditaments, and appurtenances belonging to the Property, or any part thereof, hereby granted or intended so to be, or in anywise appertaining thereto (including, but not limited to, all income, rents, issues, and profits arising therefrom), all streets, alleys, passages, ways, watercourses, easements, all other rights, liberties, and privileges or whatsoever kind or character, the reversions and remainders thereof, and all the estate, right, title, interest, property, possession, claim, and demand whatsoever, at law as well as in equity, of Debtor, in and to all of the foregoing or any or every part thereof.

KIDDE CONSULTANTS, INC.
Subsidiary of Kidde, Inc.

EXHIBIT B

Legal Description

DESCRIPTION OF THE MARY HOFFMAN ET AL
PROPERTY (RESIDUE AREA)
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a concrete monument situate at the Northwest corner of the Douglas W. Diehl property situate on the Northwest side of Robinson Road near its intersection with the Southwest side of Governor Ritchie Highway, Maryland Route 2, 150 feet wide, thence binding on the Northeast boundary lines of the George E. Etzel property recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.H. 2104, Folio 24, and the Bruce M. Erickson property recorded among the aforesaid Land Records in Liber M.S.H. 2170, Folio 510 and referring the courses of this description to the Maryland State Grid Meridian and as now surveyed,

(1) North 33 degrees 36 minutes 26 seconds West 421.42 feet to a concrete monument found marking the Northernmost corner of the said Bruce M. Erickson property, thence binding on the Northeast property line of Howard M. Field property recorded among the aforesaid Land Records in Liber M.S.H. 2176, Folio 264,

(2) North 36 degrees 54 minutes 38 seconds West 74.77 feet to a concrete monument found, thence binding on part of the Southeast boundary line of the Howard M. Field property recorded among the aforesaid Land Records in Liber M.S.H. 2158, Folio 277,

KIDDE CONSULTANTS, INC.

Subsidiary of Kidde, Inc.

BOOK 520 PAGE 582

Description of Mary Hoffman
KCI Job Order No. 01-01-87165S/46965X
October 30, 1987
Page 2

(3) North 44 degrees 22 minutes 44 seconds East 35.89 feet
to a concrete monument found, thence

(4) North 35 degrees 51 minutes 52 seconds West 290.10 feet
to a concrete monument found thence binding on the Southeast
boundary line of the Baltimore and Annapolis Railroad property
recorded among the aforesaid Land Records in Liber N.H.G. 10,
Folio 86, the two (2) following courses,

(5) North 52 degrees 34 minutes 37 seconds East 419.83 feet
to a concrete monument found thence,

(6) North 52 degrees 36 minutes 56 seconds East 155.10 feet
to the Southwest side of Governor Ritchie Highway, Maryland Route
2, 150 feet wide thence binding on said Southwest side,

(7) South 35 degrees 29 minutes 41 seconds East 657.01 feet
to an iron pipe set, thence binding on the Northwest property
line of the Friendly Ice Cream Parcel and crossing Eadds Drive,
60 feet wide,

Description of Mary Hoffman
KCI Job Order No. 01-01-87165S/46965X
October 30, 1987
Page 3

(8) South 54 degrees 35 minutes 19 seconds West 360.24 feet to an iron pipe set crossing over an iron pipe found 60.00 feet from the end of said line, thence binding on the Southwest side of Eadds Drive, 60 feet wide,

(9) South 35 degrees 24 minutes 41 seconds East 44.85 feet thence,

(10) Along the arc of a circle curving to the left having a radius of 53.00 feet, a chord bearing and distance of 35 degrees 24 minutes 41 seconds East 104.34 feet; respectively, an arc distance of 147.73 feet; thence

(11) South 35 degrees 24 minutes 41 seconds East 264.84 feet to an iron pipe set, and

(12) South 12 degrees 14 minutes 31 seconds West 33.68 feet to an iron pipe set thence binding on a proposed 80 foot wide right-of-way line for Robinson Road as recorded among the aforesaid Land Records in Liber W.G.L. 3447, Folio 594,

(13) South 59 degrees 53 minutes 43 seconds West 55.02 feet to an iron pipe set, thence binding on the East boundary line of the Douglas W. Diehl property recorded among the aforesaid Land Records in Liber W.G.L. 3115, Folio 733,

(14) North 35 degrees 26 minutes 41 seconds West 259.80 feet

KIDDE CONSULTANTS, INC.

Subsidiary of Kidde, Inc

BOOK 520 PAGE 584

Description of Mary Hoffman
KCI Job Order No. 01-01-87165S/46965X
October 30, 1987
Page 4

to a post, thence binding on the Northwest boundary line of the
said Diehl property,

(15) South 59 degrees 47 minutes 19 seconds West 180.54 feet
to the point of beginning,

CONTAINING 10.184 acres of land, more or less.

RMQ/bg

KCI Job Order No. 01-87165S
Work Order No. 46965

October 30, 1987

Richard M. Quiter



BOOK 520 PAGE 585

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)	2. Secured Party(ies) and address(es)	3. Maturity date (if any):
Propulsion Dynamics, Inc. 2200 Socorroville Road Annapolis, MD 21401	Maryland National Bank 1713 West Street Annapolis, MD 21401	For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 240418 ^{Liber 443} _{Page 580}
 Filed with Anne Arundel Date Filed November 12 1981

- 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.

RECORD FEE 10.00
 POSTAGE .50

XXXXXXXXXXXX

No. of additional Sheets presented: 115/06

Propulsion Dynamics, Inc. Maryland National Bank 12/15/87
 By: _____ By: James C. [Signature]
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical **STANDARD FORM - FORM UCC-3**

11
2

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>Propulsion Dynamics, Inc. 2200 Somerville Road Annapolis, MD 21401</p>	<p>2 SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: Ross L. Brown, 0440102</p> <p style="text-align: center;">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.

RECORD FEE 11.00

POSTAGE .50

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: \$ 500,000

REC-345 R01 T15+05

12/15/87

J

DEBTOR:
Propulsion Dynamics, Inc.

(Type Name)

By: Gerard J. Klein
Gerard J. Klein, Treasurer

By: _____

SECURED PARTY:
SIGNET BANK/MARYLAND
By: Ross L. Brown

Ross L. Brown
Assistant Vice President

Dec 15 1987
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

Not Subject to Recordation Tax

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated November 16, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name G. Scott Brodey
Address 2013 Chesapeake Road; Tydings-on-the-Bay, Annapolis, MD 21401

2. SECURED PARTY

Name Stanley S. Bender
Address 1120 Connecticut Avenue; Twelfth Floor
Washington, D.C. 20036

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)

250,000 shares of common stock, Par Value \$.01 each of Institutional Communications Company, a corporation organized and validly existing in the State of Maryland, Certificate No(§) C3

RECORD FEE 11.00

POSTAGE .50

#201800 0777 P01 T11:29

12/16/87

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)

G. Scott Brodey by Stanley S. Bender by Power of Attorney
(Signature of Debtor)

G. Scott Brodey by Stanley S. Bender
Type or Print Above Name on Above Line by Power of Attorney

(Signature of Debtor)

Stanley S. Bender
(Signature of Secured Party)

Stanley S. Bender

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

RETURN TO: Cory M. Amron
Finley, Kumble, Wagner
1120 Connecticut Avenue, N.W.
Washington, DC 20036

1150

FINANCING STATEMENT

Anne Arundel Co. MD

Fee 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.

RECORD FEE 13.00

POSTAGE .50

#201930 0777 R01 T11:36

12/16/87
OR

(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)

December 9, 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.

13.50

SCHEDULE A

All of the Receivables, which for purposes of this Schedule A shall mean all accounts, contract rights, instruments, documents, chattel paper, general intangibles, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, and deposits with sureties on bonded contracts whether secured or unsecured, now owned or hereafter acquired by Debtor arising from the sale of the prefabricated home units identified by model type and serial number on the attached Schedule B manufacture 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 accession 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.

The Elkton Motel
Elkton, Maryland

BOOK 520 PAGE 590

SCHEDULE B

Finished Building components consisting of 130 units:

29(Twenty-Nine) 1-Bed	S/N 3613-3616, 3618-3621, 3637-3639, 3698-3702, 3704-3708, 3710-3713, 3715-3718
4(Four) 1-Bed BF	S/N 3622-3625
12(Twelve) 1-Bed Sofa	S/N 3683-3686, 3688-3691, 3693-3696
11(Eleven) 1-Bed Sofa Eff.	S/N 3650, 3672, 3677, 3682, 3687, 3692, 3709, 3714, 3719, 3732, 3737
1(One) 1-Bed Sofa Eff. BFO	S/N 3726
64(Sixty-Four) 2-Bed	S/N 3626-3629, 3631-3635, 3640-3649, 3651-3654, 3656-3659, 3661-3665, 3667-3671, 3673-3676, 3678-3681, 3720-3725, 3727-3731, 3733-3736, 3788-3741
4(Four) Linen	S/N 3617, 3630, 3660, 3666
1(One) Conference Rm	S/N 3655
1(One) Mngrs Apt.	S/N 3612
1(One) Laundry	S/N 3696
1(One) Folding	S/N 3703
1(One) Reception/Office	S/N 3636

KUND COUNTY

3. Date, Time, Number and Filing Office (Filing Officer's Use Only)

520 PAGE 591

270971

1. Debtor(s) Name and Mailing Address (Do not abbreviate)

Nothing Ventured, Nothing Gained, Inc. dba
I Can't Believe It's Yogurt!
8133B Ritchie Highway
Pasadena, Maryland 21122

Microfilm Index Number (Filing Officer's Use Only)

2. Secured Party(ies) Name and Mailing Address

MERCANTILE FUNDING CORP.
(LESSOR)
P. O. BOX 801024
DALLAS, TX 75380

4. Assignee Name and Mailing Address

Banc One Leasing, Corp
841 Greencrest Drive
Westerville, Ohio 43081

5. This Financing Statement covers the following types (or items) of property:
(If collateral is crops, fixtures, timber or minerals, read instructions on back.)

See attached Schedule A-1 by reference hereto made an integral part hereof.

RECORDATION TAX IS PAID AT STATE LEVEL, TOTAL DEBTEDNESS \$19,623.68 .

TAXABLE DEBT \$19,623.68

RECORD FEE 12.00

#202150 0777 R01 T13:07

THE REFERENCED EQUIPMENT IS ON LEASE TO THE LESSEE. THIS FILING IS FOR INFORMATIONAL PURPOSES ONLY.

12/16/87
A

Check only if applicable

- Products of collateral are also covered.
 This Financing Statement is to be filed for record in the real estate records. Number of additional sheets presented _____

6. This Financing Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral

Check appropriate box

- already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or
 already subject to a financing statement filed in another county, or
 which is proceeds of the original collateral described above in which a security interest was perfected, or
 as to which the filing has lapsed, or
 acquired after a change of name, identity or corporate structure of the debtor

Nothing Ventured, Nothing Gained, Inc. dba
I Can't Believe It's Yogurt!

MERCANTILE FUNDING CORPORATION

Use whichever signature line is applicable.

By Mary M. Wilkin
Signature(s) of Debtor(s)

By J. Edmund
Signature(s) of Secured Party(ies)

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code—THE UCC COMPLY. P.O. BOX 10046, DALLAS, TEXAS 75260

(1) Filing Officer Copy—Numerical

1280

STANDARD FORM—FORM UCC-1 (Rev. 9/86) © 1986 OFFICE OF THE SECRETARY OF STATE OF TEXAS

520 10/1/87

Schedule A-1
Mercantile Funding Corporation Lease NO. _____

<u>Quantity</u>	<u>Equipment Description</u>
one	Custom Fabricated Sneeze Guard 6'-3" Long
one	Micros 474BLW-113 Complete with Program, SN 27408
one	Franchise Sign and Standup
one	Franchise Decorator Package
one	Custom Built Light Box
three	Model 754-27 Taylor Freezers, Model 208-230/60/1, Water Cooled, SN's H7042347, H7042348, H7042349
one	BWC Baker with Opening Package
one	Case Waffle Magic
one	Space Saver Cone Cabinet
one	Commercial Sign
one	Under Canopy Sign 1'x2'
one	Menu Board
one	"Today's Flavors" Board

This Schedule A-1 is attached to and made a part of Mercantile Funding Corporation Lease No. _____ and constitutes a true and accurate description of the equipment.

LESSEE: Nothing Ventured, Nothing Gained, Inc. dba
I Can't Believe It's Yogurt!

Date: 8-10-87

BY: Mary M. Wilkins
Mary M. Wilkins, President

BY: _____

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: Baltimore Impressions, Inc.
The Ima (Name or Names)
227 ~~Sedona~~ Avenue, Glen Burnie, MD 21061
B-C (Address)

DEBTOR: _____
 _____ (Name or Names)
 _____ (Address)

2. SECURED PARTY: Atlantic Industrial Credit Corporation
 _____ (Name or Names)
8767 Satyr Hill Road - Baltimore, Maryland 21234
 _____ (Address)

3. ASSIGNEE (if any)
 of SECURED PARTY: Harbor Federal Savings & Loan Assn.
 _____ (Name or Names)
3200 Eastern Ave., Baltimore, MD 21224
 _____ (Address)

4. This Financing Statement covers the following types (or items) of property:

- One - Hamada Color Head, S/N
- One - Hamada 600 Offset Press, S/N

RECORD FEE 11.00
 POSTAGE .50
 #202380 0777 R01 T13+55
 12/16/87
 JA

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):
Baltimore Impressions, Inc.
 By: Byron L. Calvert, President
 _____ (Title)
Byron L. Calvert, President
 _____ (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: Secured Party

11/50

Check if applicable TO BE RECORDED IN THE LAND RECORDS

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

~~XXXXXX~~ date (if any):

1. Debtor(s) Name (Last Name First) Pace Yacht Corp. DBA Kentmorr Yacht Sales	2. Debtor(s) Complete Address(es) 14 Market Space Annapolis, Maryland 21401
3 & 4. Secured Party(ies) and Complete Address(es) GENERAL MOTORS ACCEPTANCE CORPORATION 7310 Ritchie Highway Glen Burnie, Maryland 21061	5 & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)

7. This financing statement covers the following types (or items) of property: (Describe)

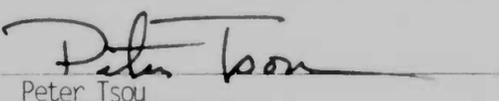
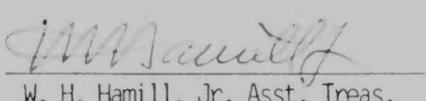
Inventory including, but not limited to, new or used boats, boat motors, trailers, parts and accessories including returns and repossessions; Accounts and Assignments of Accounts; Accounts Receivable; Chattel Paper; General Intangibles; and all cash and non-cash proceeds of the foregoing including, but not limited to, insurance proceeds.

8a. Proceeds are also covered. 8b. Products of collateral are also covered. No. of additional sheets presented, ()

Filed with Circuit Court Clerk of Anne Arundel County County; Other _____

9. Transaction is (), is not (X), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____

10. This statement to be returned after recordation to Secured Party, shown above or to _____

Signature(s) of Debtor(s) <u>Pace Yacht Corp. DBA Kentmorr Yacht Sales</u>	Signature(s) of Secured Party(ies) or Assignee(s) <u>General Motors Acceptance Corporation</u>
 Peter Tsou FILING OFFICER COPY	 W. H. Hamill, Jr. Asst. Treas.

Type or Print Names Clearly Below Signature.

GMAC UCC1 Md. 4-74

NOT FOR PUBLICATION

RECORD FEE 12.00

POSTAGE .50

8:10 PM '87 R01 T13:55

12/16/87

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BOOK 520 PAGE 595

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>Kenneth A. Freeman 1049 Sugar Maple Drive Davidsonville, MD 21035</p> <p>for Grafton Builders, Ltd.</p>	<p>2. SECURED PARTY</p> <p>THE PARADIES DISTRIBUTING CO. 3000 Waterview Avenue Baltimore, Maryland 21230</p>
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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

6. Return to: Secured Party (Md.)

#202400 0777 R01 T13156

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.

10/16/87

DEBTOR:

SECURED PARTY:

Grafton Builders, Ltd.
(Type Name)

THE PARADIES DISTRIBUTING CO.

By: *Kenneth A. Freeman* (SEAL)
Kenneth A. Freeman

By: *John J. Mulkey*
John J. Mulkey Vice President / Treasurer

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

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FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE
Terms and Conditions of Security Agreement

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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
FINANCING STATEMENT FORM UCCT

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Identification 270975

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 PSI DIV. OF SEVERNTEC
Address Severn Run Bldg. Md. Rt. 3 PO Box 268
Millersville, MD 21108

2. SECURED PARTY

Name INDUSTRIAL MACHINERY/COOPER INDUSTRIES
Address 1800 Gardner Expressway
Quincy, Illinois 62301

RECORD FEE 11.00

POSTAGE .50

#002410 0777 R01 T13:57

Person And Address To Whom Statement Is To Be Returned If Different From Above

12/16/87

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One Gardner Denver Model EDEQJAAGAC Compressor, S/N M25669. (All cash, notes, leasing or rental agreements, sales contracts, security agreements, and other obligations arising from the sale, rent, or leasing of the foregoing type of property or the sale thereof.)

Name and address of Lender

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above 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 M. Wolfson
(Signature of Debtor)

PSI Div. of Severntec
Type or Print Above Name on Above Line

(Signature of Debtor)

Industrial Machinery/Cooper Industries
Type or Print Above Signature on Above Line

J. Mast
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1/30

270976

STATEMENT is presented to a Filing Officer for the Uniform Commercial Code.		No. of Additional Sheets Presented:
Last Name First and Address(es): Hill Construction, Inc. Mission Road Jessup, MD 20794	(2) Secured Party(ies) (Name(s) and address(es)) ALBAN TRACTOR CO INC. P. O. BOX 9595 BALTIMORE, MD. 21237	RECORD FEE 11.00 POSTAGE .50 #002450 0777 R01 T13/58
(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 (c) applies describe real estate, including record number(s) in section (5)</small>	(4) Assignee(s) of Secured Party, Address(es) Caterpillar Financial Services Corporation 10630 Little Patuxent Parkway Columbia, MD 21044	For Filing Officer 12/16/87 JA
(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" M. SUTLE		
XX Products of the Collateral Are Also Covered. Filed with County of Anne Arundel		
(6) Signatures Debtor(s) Cherry Hill Construction, Inc. (By) <u>James A. Openshaw, Jr./</u> Standard Form Approved by N.C. Sec of State and other states shown above. (7) Filing Officer Copy - [unclear]	Secured Party(ies) [or Assignees] Alban Tractor Co., Inc. (By) <u>Mark N. Welch/Assistant Secretary</u> Signature of Secured Party Permitted in Lieu of Debtor's Signature (1) <input type="checkbox"/> 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

270977

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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 \$ 12,600.00
- Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court for Anne Arundel Co.

RECORD FEE 11.00
 RECORD TAX 91.00
 POSTAGE .50
 #302456-6777 R01 713:59
 12/16/97

5. Debtor(s) Name(s) Address(es)
 The Empire Construction 700 Pittman Road
 Company, Inc. Baltimore, Maryland 21226

6. Secured Party Address
 Equitable Bank, National Association
 Attention: Denise Yeshnik 100 S. Charles Street
 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 The Empire Construction Company, Inc.

_____(Seal) _____(Seal)

By: Lyle K. Aaby (Seal) _____(Seal)
 Lyle K. Aaby, Exec. Vice President

Mr. Clerk Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above

EQUITABLE BANK, N.A.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 3rd FL.
 BALTIMORE, MARYLAND 21201

11/9/97

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Schedule A

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 The Empire Construction Company, Inc. (a Maryland corporation).

F. Specific Equipment and Fixtures

One (1) used Caterpillar Model D5LGP Tractor, S/N 6R695

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

**END
LIBER**