ANNE ARUNDEL COUNTY, MARYLAND

UNIFORM COMMERCIAL CODE
FINANCING STATEMENTS

H ERLE SCHAFER
CLERK OF THE CIRCUIT COURT

CAMERA: SHIRLEY GRIZZEL

LIBER

521

STATE OF M

...ON: 521 PAGE 01

FINANCING STATEMENT FORM UCC-1

...rrying File No. _____

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

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

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

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

1. DEBTOR

Name AMERICAN ISUZU MOTORS

Address 1 Isuzu Way, Glen Burnie, MD 21061

2. SECURED PARTY

Name PHOENIX LEASING INCORPORATED

Address P. O. Box 2008, San Rafael, CA 94912-2008

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

3. Maturity date of obligation (if any) _____

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

Various equipment including but not limited to that equipment more specifically described on Schedule A attached hereto, leased by Lessor to Lessee under Lease dated 5-11-87; said Lease and all rentals and other sums due thereunder; all proceeds including insurance and general intangibles related thereto.
PLI#052006429

Name and address of Assignee
PHOENIX LEASING INCOME FUND VII
POB 2008
SAN RAFAEL, CA 94912-2008

RECORD FEE 11.00
#202490 C777 R01 T14:03
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)

"LEASE NOT SUBJECT TO RECORDATION TAX"

FILED: ANNE ARUNDEL COUNTY, MD

_____
(Signature of Debtor)

AMERICAN ISUZU MOTORS
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

W. P. Miller
Type or Print Above Signature on Above Line

_____
(Signature of Secured Party)

PHOENIX LEASING INCORPORATED
Type or Print Above Signature on Above Line

SCHEDULE A

QTY	DESCRIPTION	SERIAL NO.	LOCATION
(1)	SDC-4E Symplex Datamizer	N711-142	1 Isuzu Way Glen Burnie, MD 21061

Purchase Price $4950.00

BOOK 521 PAGE 03

Anne Arundel County

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book
~~Roll~~ No. 475 Page No. 537

Identification No. 253042 Dated. 8/2/84

1. Debtor(s)

Mr. John Koontz t/a Port Annapolis Marina Snack Bar
Name or Names--Print or Type

923 Chesapeake Ave., Annapolis, AA CO, Md. 21403
Address—Street No., City - County State Zip Code

and 956 Seahorse Ct., Annapolis, AA Co., Md. 21401

2. Secured Party

Atlantic Equipment Company
Name or Names--Print or Type

4511 Harford Rd., Baltimore City, Md. 21214
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) n/a

4. Check Applicable 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.) Contract #1977-84-CE Paid in Full

RECORD FEE 10.00
#202650 CTT R01 T14:27
AH 12/16/87

Dated: 12/7/87

Atlantic Equipment Company
Name of Secured Party

Allan Greenberg
Signature of Secured Party

Allan Greenberg, Exec. VP
Type or Print (Include Title if Company)

15

Lucas Bros. Form T-1

BOOK 521 PAGE 114

Anne Arundel County

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber
~~File~~ No. 466 Page No. 64

Identification No. 249099 Dated 9/22/83

1. Debtor(s)

M. M. & P - M A T E S Program
Name or Names--Print or Type

5700 Hammonds Ferry Rd.,Linthicum, AA Co., Md 21090
Address—Street No., City - County State Zip Code

2. Secured Party

Atlantic Equipment Company
Name or Names--Print or Type

4511 Harford Rd., Baltimore City, Md. 21214
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) n/a

4. Check Applicable 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.) Contract 1929-83-CE Paid in Full

RECORD FEE 10.00
M20360 0777 R01 T14:27
12/16/87
JA

Dated: 12/7/87

Atlantic Equipment Company
Name of Secured Party

Allan Greenberg
Signature of Secured Party

Allan Greenberg, Exec. VP
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

10

TO: Clerk of the Court
Anne Arundel County
South Street & Church Circle
Annapolis, Maryland 21401

BOOK 521 PAGE 05

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

☐ (check if applicable) To Be Recorded in the Land Records at _____

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 242645 recorded in Liber 450 Folio 53 on 5/21/82 (Date) at Anne Arundel County, Maryland (Location).

1. DEBTOR(S): John C. Gigliotti, D.D.S., PA

ADDRESS(ES): 107 E. Maple Rd
Linthicum, Maryland 21090

2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: ACCU

ADDRESS: MAILSTOP: 500-501; Post Office Box 987, Baltimore, Maryland 21203

RECORD FEE 10.00
POSTAGE .50
B00730 C777 R01 T14:36
12/16/97
JA

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 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): _____
(Signature necessary only if Item 6 is applicable)

BY: _____ (SEAL)

BY: _____ (SEAL)

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

SECURED PARTY: Maryland National Bank

X BY Pamela Mannion-Hale (SEAL)

X Pamela Mannion-Hale, Asst. Manager & Branch Officer
(Type Name and Title)

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

207-126 REV 4/86

16.50

BOOK 521 PAGE 06

270979

TO BE RECORDED AMONG THE
FINANCING STATEMENT RECORDS
OF ANNE ARUNDEL ~~CITY~~/COUNTY, MARYLAND

RECORD FEE 11.00
POSTAGE .50
#202750 CTT R01 T14:42
12/16/87

FINANCING STATEMENT

1. Names of Debtor: JAMES I. HUMPHREY, JR.

   Address: 850 St. Edwards Place
   Annapolis, MD

2. Name of Secured Party: MARYLAND NATIONAL BANK

   Address: 6100 Executive Boulevard
   Suite 500
   Rockville, Maryland 20852

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

All of the Debtor's right, title and interest as a partner in BATTERY LANE HOUSING ASSOCIATES LIMITED PARTNERSHIP (hereinafter referred to as the "Partnership" and the agreement creating the Partnership hereafter referred to as the "Partnership Agreement") and any amendments to the Partnership Agreement, whether now existing or hereafter created or arising, and all of the Debtor's right, title and interest in and to any and all distributions, issues, profits and shares of the surplus, whether cash or otherwise, and any other interest whatsoever of the Debtor, to which the Debtor is now or shall hereafter be entitled as partner in the Partnership.

DEBTOR:

JAMES I. HUMPHREY, JR.

SECURED PARTY:
MARYLAND NATIONAL BANK

By: William D. Driscoll

Name: William D. Driscoll

Title: Vice Pres.

PLEASE RETURN TO:

Attn: Carolyn Denbow
MARYLAND NATIONAL BANK
6100 Executive Boulevard
Suite 500
Rockville, Maryland 20852

BOOK 521 PAGE 07 270980

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)	2. SECURED PARTY
Kenneth A. Freeman 1049 Sugar Maple Drive Davidsonville, Md 21035 for Grafton Builders	THE ZAMOISKI CO. 3000 Waterview Ave. Baltimore, Md. 21230

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

4. Proceeds of collateral are covered hereunder.

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

6. Return to: Secured Party (Md.)

RECORD FEE 11.00
POSTAGE .50
#2028RD CTTT R01 T14:44
12/16/87

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:

Grafton Builders, Ltd.
(Type Name)

By: K A Freeman, Pres (SEAL)
Kenneth A. Freeman

By: _____ (SEAL)

SECURED PARTY:

THE ZAMOISKI CO.

By: John J. Mulkey
John J. Mulkey Vice President / Treasurer

_____ 19 ___
(Date Signed by Debtor)

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

BOOK 521 PAGE 08

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 aforegoing 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 repesentatives, 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.

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

BOOK 521 PAGE 09

DATE: November 30, 1987

270981

(XX) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of $_____

NAME OF DEBTOR (S): Ray Sears and Son, Inc.

ADDRESS: 2387 Rutland Road
Gambrills, MD 21054

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

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

1987 Vermeer Trencher V-450, Serial # 170

RECORD FEE 11.00
POSTAGE .50
#270981 C777 R01 T14:46
12/16/87
JA

DEBTOR(S):

Ray Sears and Son, Inc.
(Company Name)
BY: Raymond R. Sears Pres.
Raymond R. Sears, President
BY: _____

BY: _____

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

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: _____
(Authorized Signature)

Paul O'Connell, Vice President
(Type Name and Title)

11.50

BOOK 521 PAGE 10

270982

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

1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
The Driggs Corporation 8700 Ashwood Drive Capitol Heights, MD 20743	General Electric Credit Corporation 10480 Little Patuxent Columbia, MD 21044	RECORD FEE 17.00 POSTAGE .50 #003820 E777 R01 T14:48 12/16/87

3. Maturity date (if any):

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

The following equipment is located in the county of Anne Arundel, state of MD: One Caterpillar D5BPS Tractor, model D5B, S/N 44X01671, One Caterpillar D6DPS Tractor, model D6B, S/N 04X09903 One Hitachi Excavator, model UH181, S/N 1630857 with all attachments, accessories and additions now or hereafter attached thereto and made a part thereof.
Not subject to recordation tax. For notification purposes only.

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 [X] if so)
[X] already subject to a security interest in another jurisdiction when it was brought into this state.
[ ] which is proceeds of the original collateral described above in which a security interest was perfected:

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

Filed with: Clerk of the Circuit Court, Anne Arundel (MD)

Equipment moves periodically. This filing to cover new location, see previous UCC-1 with debtor signature attached.

By: _____
Signature(s) of Debtor(s)

General Electric Credit Corporation

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

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-1.

...STING FORM

...ANOVER, MD. 55303
(612) 421-4513

17

400437
BOOK 521 PAGE 11 Virginia

PRINT OR TYPE ALL INFORMATION

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

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

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.	87-0411803 dated 4/7/87
Index numbers of subsequent statements (For office use only)	0111035

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

Lessee:

The Driggs Corporation
8700 Ashwood Drive
Capitol Heights, MD 20743

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

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

Name & address of Secured Party

Lessor:
Elliott & Frantz, Inc.
450 E. Church Road
King of Prussia, PA 19406

Name & address of Assignee

General Electric Credit Corporation
10480 Little Patuxent Parkway
Suite 380, Columbia, MD 21044

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Amend one (1) 1987 Hitachi model UH181 excavator, s/n 1630901 to read: One (1) 1987 Hitachi model UH181 excavator, s/n 163-0857

Describe Real Estate if applicable:

The Driggs Corporation

By _____

Signature of Debtor if applicable (Date) Lessee

Elliott & Frantz, Inc.

_____

Signature of Secured Party if applicable (Date) Lessor

BOOK 1021 PAGE 12

521 Page 12

TRANSMITTED FROM 301 997 5078 12.08.87 16:19 P.01 *BALT WASH

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. $ exempt

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

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

1. DEBTOR

Name The Driggs Corporation

Address 8700 Ashwood Drive, Capitol Heights, MD 20743

2. SECURED PARTY

Name General Electric Credit Corporation

Address P. O. Box 1038, Columbia, MD 21044

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

3. Maturity date of obligation (if any) _____

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

Twelve (12) pieces of Caterpillar Equipment more fully described in Schedule A attached hereto and made a part hereof.
That certain Lease Agreement dated 10/4/85 between The Driggs Corporation as Lessor and John Driggs Company, Inc. as Lessee, including but not limited to all of Lessor's right title and interest of whatever kind or description (including contract rights and general intangibles) in and to lease.

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

By: R. H. Burns, Treas.
(Signature of Debtor)

The Driggs Corporation
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

R. A. Wallach
(Signature of Secured Party)

General Electric Credit Corporation
Type or Print Above Signature on Above Line

TRANSMITTED FROM 301 99T 5076 12.08.87 16:19 BOOK 521 PAGE 13

GENERAL ELECTRIC CREDIT CORPORATION

SCHEDULE 'A'

is schedule is to be attached to and become a part of a Chattel Mortgage dated Oct. 4 , 19
, between the undersigned.

ANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	Serial No.
e (1)	New Caterpillar Track Loader	973	66G00687
e (1)	New Caterpillar LC Excavator	225	51U05907
e (1)	New Caterpillar LGP Track Loader with one (1) Remco 963 Sweeps, Screens s/n. 13C625, one (1) Remco 963 R. Sweeps/Rad.GD. and one (1) new Balderson clamp rake	963	11Z00622
o (2)	New Caterpillar Track Loader	953	76Y01496 76Y01497
ree (3)	New Caterpillar D5BPS Tractor	D5B	44X01667 44X01671 44X01634
o (2)	New Caterpillar D6DPS Tractor	D6D	04X09903 04X09900
ne (1)	New Caterpillar Wheel Loader	980	63X05827
ne (1)	New Caterpillar LGP PS Tractor	D5	46X00913
	together with all attachments, accessories and additions now or hereafter attached thereto and made a part thereof.		

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

ORTGAGEE

ENERAL ELECTRIC CREDIT CORPORATION (L.S.)

y: [signature] (L.S.)

I-306

MORTGAGOR

THE DRIGGS CORPORATION (L.S.)

By: [signature], Treas. (L.S.)

0128F

#316681

2712723

BOOK 521 PAGE 14

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)
Annapolis Electric, Inc.
1973 Fairfax Rd.
Annapolis, MD 21401
301/268-4332

2 Secured Party(ies) Name(s) and Address(es)
Business Leasing Associates, Inc.
1520 King Street
Alexandria, Va 22314

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

RECORD FEE 11.00
POSTAGE .50
RECEIVED DEC 16 1997 7:14:48
12/16/97

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

See Addendum 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)

☐ 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

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)

Annapolis Electric, Inc.
X [signature] President
By William T. Crouse -President
Signature(s) of Debtor(s)

Business Leasing Associates, Inc.
By Charles A. White-V.P. Admin.
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

Addendum To Lease #8710013, UCC FINANCING STATEMENT and DELIVERY AND ACCEPTANCE between Business Leasing Associates, Inc. and Annapolis Electric, Inc.

Addendum A

1 AST Premium 286 MO SN# US062429
w/ Keyboard SN# 70706018

1 PRIAM 44mg. Drive 25MS

1 ATI Wonder Card EG

1 NEC Multisync//RGB Monitor SN# DJK68YAT286

18 256K Chips

1 CHAMP MANUAL/SEC C

1 ALPS 300 Color Printer

1 Alps Tractor

Total Cost of Equipment: $3,853.50

X _____ President
William T. Crouse - President

BOOK 521 PAGE 18

270983

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

☐ Not subject to Recordation Tax

☒ Subject to Recordation Tax. Principal Amount is $ 31,000.00

☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR	SECURED PARTY (OR ASSIGNEE)
L. R. Willson & Sons, Inc.	THE FIRST NATIONAL BANK OF MARYLAND
P.O. Box 227 (Name)	Attn Catherine T. Lewis (Name of Loan Officer)
773 Annapolis Road (Address)	18 West Street (Address)
Gambrills, Maryland 21054	Annapolis, Maryland 21401

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

Convergent Technologies Model RS 232
20 Channel Serial #11-01405B12-0777

RECORD FEE 12.00
RECORD TAX 217.00
POSTAGE .50
#002940 C777 R01 T14:50
12/16/87

2 The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate

Record Owner, if different from the Debtor _____

3 ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)	DEBTOR (OR ASSIGNOR)
(Seal)	(Seal)
Donald E. Willson V.P. (Seal) (Signature)	Mary E. Sharp Secretary (Seal) (Signature)
Donald E. Willson, V.P. (Print or Type Name)	Mary E. Sharp, Secretary (Print or Type Name)

BS-0850A-8406

12
217.50

BOOK 521 PAGE 19

270983

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

☐ Not subject to Recordation Tax

☒ Subject to Recordation Tax. Principal Amount is $ 31,000.00

☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR	SECURED PARTY (OR ASSIGNEE)
L. R. Willson & Sons, Inc.	THE FIRST NATIONAL BANK OF MARYLAND
P.O. Box 227 (Name)	Attn Catherine T. Lewis (Name of Loan Officer)
773 Annapolis Road (Address)	18 West Street (Address)
Gambrills, Maryland 21054	Annapolis, Maryland 21401

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

Convergent Technologies Model RS 232
20 Channel Serial #11-01405B12-0777

RECORD FEE 12.00
RECORD TAX 217.00
POSTAGE .50
#202840 CTT R01 T14:50
12/16/87

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor _____

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)	DEBTOR (OR ASSIGNOR)
(Seal)	(Seal)
Donald E. Willson V.P. (Seal) (Signature)	Mary E. Sharp Secretary (Seal) (Signature)
Donald E. Willson, V.P. (Print or Type Name)	Mary E. Sharp, Secretary (Print or Type Name)

BS-0850A-8406

12
217.50

BOOK 521 PAGE 17

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor	Mailing Address
Evelyn G. Painter Henry N. Gilden	7959 Telegraph Road #87 Severn, Maryland 21144

SECURED PARTY

THE BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21201

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

   NEW 1988 Holly Park Homes, Inc., "Forest Park" Mobile Home
   60 X 14, Buckskin/White, Serial # 03-FP-10495

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

RECORDING FEE 12.00
M20290 CTT R01 T15:22
12/16/87
JA

Debtor

Evelyn G. Painter
EVELYN G. PAINTER

Henry N. Gilden
HENRY N. GILDEN

Secured Party

THE BANK OF BALTIMORE

BY Juanita 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.

PCS 0847

12

F207

BOOK 521 PAGE 18

270985

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 Latagan, Epifania C., T/A Dunkin Donut

Address 5701 Ritchie Hwy., Baltimore, MD

2. **SECURED PARTY**

Name HOBART CORPORATION

Address World Headquarters _ Troy. Ohio 45374

RECORD FEE 12.00
MPD3850 CTT R01 T14:51
12/16/87

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

3. Maturity date of obligation (if any) _____

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

One (1) Used A200 Mixer w/20 Qt. S/S Bowl, 20 Qt. B-Beater,
20 Qt. D-Whip

Annapolis #135692

CHECK ☒ THE LINES WHICH APPLY

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

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

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Alice J. Knight Attorney in Fact
(Signature of Debtor)

Latagan, Epifania C. T/A Dunkin Donut
Type or Print Above Name on Above Line

Attorney in Fact
(Signature of Debtor)

Latagan, Epifania C. T/A Dunkin Donut
Type or Print Above Signature on Above Line

HOBART CORPORATION
(Signature of Secured Party)

Janice E. Lussier
Type or Print Above Signature on Above Line

12

UCC-1 STATE OF MARYLAND

F207

BOOK 521 PAGE 19

270986

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 NRL, Inc. T/A Vizzini's

Address 7161 B & A Blvd., Ferndale, MD 21061

2. **SECURED PARTY**

Name_ HOBART CORPORATION

Address_ World Headquarters _ Troy. Ohio 45374

RECORD FEE 12.00
M0006960 CTIT R01 T14:51
12/16/87

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

3. Maturity date of obligation (if any) _____

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

One (1) P660-1A Mixer 208-240/60/3
One (1) VS9-13
One (1) VS9HOLD-SHG12
One (1) VS9PLT 5/16 SH

Annapolis #135668

CHECK ☒ THE LINES WHICH APPLY

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

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

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Alice J. Dreyfuss Attorney in Fact
(Signature of Debtor)

NRL, Inc. T/A Vizzini's
Type or Print Above Name on Above Line

Alice J. Dreyfuss Attorney in Fact
(Signature of Debtor)

NRL, Inc. T/A Vizzini's
Type or Print Above Signature on Above Line

HOBART CORPORATION
(Signature of Secured Party)

Janice E. Lassiter
Type or Print Above Signature on Above Line

12 3

UCC-1 STATE OF MARYLAND

BOOK 521 PAGE 20

270987

MARYLAND – UNIFORM COMMERCIAL CODE

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 Alan Boehm

Address 1528 Stephens Church Road, Crownsville, MD 21032

2. SECURED PARTY

Name John Deere Co,.

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)

RECORD FEE 11.00
M20T000 CT77 R01 T15:24
12/16/87

New JD 2755 tractor S. N L02750U604106

New JD 245 loader sn W00245X012402

Used JD 145 plow sn E0145N100485N

CONDITIONAL SALES

CHECK ☒ THE LINES WHICH APPLY

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

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

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

William Allan Boehm

(Signature of Debtor)

Alan Boehm

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Dennis Jones

(Signature of Secured Party)

DENNIS JONES

Type or Print Above Signature on Above Line

11.50

BOOK 521 PAGE 21

270103

FINANCING STATEMENT

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

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

1. DEBTOR: Pasadena Boatel & Beach Club, Thomas C. Miller, Tsuneko B. Miller, Thomas M. Faulconer and Allen G. Tenneson
(Name or Names—Last Name First)

2010 Knollview Drive, Pasadena, MD 21122
(Address)

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

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

All of the Debtors' general intangibles, without limitation, both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof. All of the Debtors' accounts or accounts receivable.

All of the Debtors' equipment and fixtures, both now owned and hereafter acquired, together with all additions, parts, fittings, accessories, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor and all cash and non-cash proceeds and products thereof.

RECORD FEE 15.00
POSTAGE .50
#115420 CO3T ROZ T10:26
12/17/87
JA

4. Proceeds of collateral are covered hereunder: YES XX NO ☐
5. Products of collateral are covered hereunder: YES XX NO ☐
6. This transaction (is) (~~is not~~) exempt from the Recordation Tax.
7. The principal amount of the debt initially incurred is: $1,670,000.00

8. Filed with: Circuit Court for Anne Arundel County
9. RETURN TO: Charles W. Ayres, Jr. P.O. Box 670, Glen Burnie, MD 21061

Dated this 15th day of December, 1987

DEBTOR:
PASADENA BOATEL & BEACH CLUB

SECURED PARTY:
THE BANK OF GLEN BURNIE

By: Stephen G. Boyd
STEPHEN G. BOYD (Title)
Senior Vice President

FOR FILING OFFICER USE

File No. _____ Date and Hour of Filing _____

Record Reference _____

THOMAS C. MILLER, Individually

TSUNEKO B. MILLER, Individually

THOMAS M. FAULCONER, Individually

ALLEN G. TENNESON, Individually

15.00
.50

BOOK 521 PAGE 22

FINANCING STATEMENT

This Financing Statement is to be: 270825

( ) Recorded in the Land Records of Anne Arundel County, Maryland

(X) Filed in the Financing Statements Records of Anne Arundel, County, Maryland

(X) Filed with the State Department of Assessments and Taxation

This Financing Statement evidences and publicizes the provisions of a certain Deed of Trust and Security Agreement of even date herewith securing a debt in the aggregate principal amount of $1,400,000.00, upon the recording of which instrument the required documentary stamps were affixed pursuant to the payment therefor to the Clerk of the Circuit Court of the County aforesaid in the amount of $_____.

NAME AND ADDRESS OF DEBTOR:

Olde Mill Plaza Limited Partnership
17 Warren Road, Suite 3
Pikesville, MD 21208

RECORD FEE 21.00
POSTAGE .50
#013930 C345 R03 T11:09
12/17/87

NAME AND ADDRESS OF SECURED PARTY:

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

Beltsville, MD 20705

TRUSTEE(S):

Charles A. Dukes, Jr. and Gerald A. Cousino

1. This Financing Statement covers the following items of property:

A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtor and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Deed of Trust hereinafter mentioned.

B. Proceeds and products of the above described collateral.

C. All contract rights created with respect to the purchase or sale of the herein-described property or any part thereof.

D. Any and all claims to awards or payments, including interest thereon and the right to receive the same which may be made with respect to the real property described in the Deed of

21
50

Trust heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of the eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon to the extent of all amounts which may be secured by said Deed of Trust at the date of receipt of any such award or payment by a secured party and the reasonable counsel fees, costs, and disbursements incurred by a secured party in connection with the collection of such award or payment.

2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, being approximately 8.46 acres of ground, more or less, situate in Anne Arundel County, Maryland, and more fully described in and conveyed by Debtor to the Trustees in the Deed of Trust, recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust constituting the Security Agreement to this secured transaction.

Dated: December 16, 1987

DEBTOR SIGNATURES:

Old Mill Plaza Limited Partnership

By: _____
Benjamin H. Blum
General Partner

SECURED PARTY SIGNATURE:

John Hanson Savings Bank, F.S.B.

By: _____
F. T. Elliot, Agent

SCHEDULE "A"

METES AND BOUNDS DESCRIPTION

IRWING E. COURTNEY PROPERTY

0.927 ACRE TRACT

... 521 PAGE 24

BEGINNING FOR THE SAME AT AN IRON PIPE FOUND ON THE NORTH SIDE OF US. ROUTE 50 AND 301 AND THE RIGHT OF WAY LINE OF THROUGH HIGHWAY AS SHOWN ON MARYLAND HIGHWAY PLAT NUMBER 43424 AND THE DIVISION LINE BETWEEN PROPERTIES OF JOHN E. CINNAMON AS RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUUNTY IN 3605.FOLIO 185 AND IRWING E. COURTNEY IN LIBER 1716, FOLIO 315: THENCE LEAVING SAID POINT AND RUNNING WITH AND BINDING ON SAID LINE WITH COURSES AND DISTANCES AS REFERRED TO THE MARYLAND STATE GRID SYSTEM NORTH 06 DEGREES 07 MINUTES 07 SECONDS EAST AND CROSSING OVER AN IRON PIPE AT 230.27 FEET AND 323.50 FEET AND 421.00 FEET FOR A TOTAL DISTANCE OF 695.95 FEET TO THE SOUTH WEST CORNER OF WHISPERING WOODS SUBDIVISION, PLAT 3 SECTION 1: THENCE RUNNING WITH AND BINDING ON SAID AFOREMENTIONED LINES SOUTH 83 DEGREES 33 MINUTES 24 SECONDS EAST 57.08 FEET; THENCE NORTH 11 DEGREES 04 MINUTES 04 SECONDS WEST 76.72 FEET; THENCE LEAVING SAID AFOREMENTIONED WHISPERING WOODS SUBDIVISION AND RUNNING WITH AND BINDING ON THE DIVISION LINES OF TOWNS L. DAWSON, LIBER 2920 FOLIO 775 AND DALE H. DICKERSON. LIBER 3084 FOLIO 212 AND GENE E. FLOYD, LIBER 2158. FOLIO 242 AND IRWING E. COURTNEY THE FOLLOWING (4) FOUR COURSES AND DISTANCES SOUTH 69 DEGREES 14 MINUTES 08 SECONDS EAST 279.56 FEET TO A POINT; THENCE SOUTH 85 DEGREES

32 MINUTES 53 SECONDS EAST 97.00 FEET TO A POINT; THENCE SOUTH 60 DEGREES 02 MINUTES 53 SECONDS EAST 231.00 FEET TO A POINT; THENCE SOUTH 65 DEGREES 39 MINUTES 53 SECONDS EAST 188.44 FEET TO A POINT SET ON THE NORTH SIDE OF SAID AFOREMENTIONED RIGHT OF WAY LINE OF THROUGH HIGHWAY; THENCE RUNNING WITH AND BINDING ON SAID LINES; SOUTH 58 DEGREES 43 MINUTES 40 SECONDS WEST 767.85 FEET; THENCE SOUTH 60 DEGREES 17 MINUTES 22 SECONDS WEST 164.62 FEET; THENCE SOUTH 60 DEGREES 57 MINUTES 12 SECONDS WEST 78.16 FEET TO SAID POINT OF BEGINNING.

CONTAINING 6.927 ACRES MORE OR LESS.

ALL AS SHOWN ON A PLAT PREPARED BY ALPHA ENGINEERING INC.

Mail to

57C438

WAX:dh 11/25/87 A:ET152407.FIS

FINANCING STATEMENT BOOK 521 PAGE 29

1. Name of Debtor: CHAMPION FOREST CONSOLIDATED PROPERTIES 270924
Address: P.O. Box 354
Jessup, Maryland 20794

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.

RECORDING FEE 13.00
POSTAGE .50
0350 C345 R03 T10:28
12/17/87

(a) The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other business related goods, chattels of every kind and nature whatsoever, intended to be attached to the Mortgaged Property (as hereinafter defined) as a fixture which is at any time located on the Mortgaged Property 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, Maryland and more particularly described in a Deed of Trust dated December 2, 1987, from Debtor to Jennifer A. Austin and Alan M. Hooker, Trustees, which Deed of Trust was recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland contemporaneously with the filing of this Financing Statement.

(b) All of the Debtor's right, title and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all leases executed by the Debtor, as lessor, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

(c) All of the Debtor's right, title, and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all contracts of sale executed by the Debtor, as seller, of

(3-50)

87C439

WAX:dh 11/25/87

A:ET152407.FIS

BOOK 521 PAGE 27

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 other property described in the Deed of Trust, including but not limited to, all rights to insurance and condemnation proceeds.

4. Proceeds and products of the collateral are also covered.

5. The Debtor certifies that no recordation tax is due in connection with the filing of this Financing Statement.

Debtor: CHAMPION FOREST CONSOLIDATED PROPERTIES

By: _____ (SEAL)
Carl E. Nanney, General Partner

By: _____ (SEAL)
Frank E. Nanney, General Partner

DATED: December 3, 1987

(Mr. Clerk: Return to Natalie Klaum
Legal Assistant
Miles & Stockbridge
10 Light Street, Suite 800
Baltimore, Maryland 21202)

PLEASE RECORD WITH: State Department of Assessments and Taxation
Anne Arundel County Land Records
Anne Arundel County Financing Statement Records

BOOK 521 PAGE 28

FCO 5288 (3-86)

270931

Financing Statement

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

[X] FINANCING STATEMENT	[ ] CONTINUATION STATEMENT THE ORIGINAL STATEMENT IS STILL EFFECTIVE
DEBTOR NAME Cust # 3269883 Louis C. Kutsner 498 Ritchie Hwy ADDRESS Severna Park, MD 21146 Anne Arundel County	**SECURED PARTY** **MOBIL OIL CORPORATION** **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 therefof.

RECORD FEE 11.00
POSTAGE .50
#203180 C777 R01 T09:48
12/17/87

Proceeds of the collateral are also covered.

The collateral secured is not subject to the recordation tax. due to no security interest involving equipment.

DATE OF MATURITY

SIGNATURE OF DEBTOR Louis C. Kutsner Individual Louis C. Kutsner DATE 10/14/87	SIGNATURE OF SECURED PARTY **Mobil Oil Corporation** R.L. CROTEAU By A+C MANAGER TITLE DATE 10/23/87

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

11.50

270932

BOOK 521 PAGE 29

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)
Advanced Surveys, Inc. 5443 Southern Maryland Blvd. Lothian, Maryland 20711	Circle Business Credit, Inc. 110 S. Jefferson Plaza Whippany, NJ 07981	RECORD FEE 11.00 #2013220 0777 R01 T08:53 12/17/97 JA

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

One (1) Lanier Series 12 Telephone System
and all attachments and ancillary equipment.

Equipment location: 3695 Hollowing Point Road, Suite #4
Prince Frederick, Maryland 20678

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 [X] if so)
- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.
- ☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check [X] if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented: -0-

Filed with: Clerk of Curcuit Court/Anne Arundel Co. (not subject to recordation tax) C/S/C

Advanced Surveys, Inc.

By: X _____
Signature(s) of Debtor(s)

Circle Business Credit, Inc.

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

(1) Filing Officer Copy – Alphabeticol

STANDARD FORM - FORM UCC-1.

BOOK 521 PAGE 30

270933

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):

J. Warren Walker & Son Inc.
8210 Edwin Raymor Blvd.
Pasadena, MD. 21122

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:

RECORD FEE 11.00
#203240 CTTT R01 T08:55
12/17/87

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

M 843 S/N 26797 Floats, 66" Bucket w/teeth 24" Bucket
911 Backhoe S/N 1020 6' Snow Blade S/N 120 2500 Hammer
S/N 1769

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

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

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

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

☐ The described goods are or are to be affixed to the real property described in Item 7.

8. Signatures:

J. Warren Walker & Son Inc.

By J Warren Walker Sr.
Warren Walker Sr. Debtor(s) [or Assignor(2)]

John C. Louis Co. Inc.

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

(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.

FINANCING STATEMENT

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

FORM UCC 1

BOOK 521 PAGE 31

BR 4209 5K02

UNIFORM COMMERCIAL CODE – STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

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

1. DEPTOR(S) (LAST NAME FIRST) AODRESS(ES)	2. SECURED PARTY(IES) AND ADDRESS(ES)
COOK, JOHN T. 823 MAIN AVENUE LINTHICUM, MD 21090	FORD MOTOR CREDIT COMPANY 1133 OLD HICKORY DRIVE MECHANICSVILLE, VA 23111

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

BOOK 504 PAGE 564

3. This statement refers to original Financing Stotement No. 264585 Dated: NOVEMBER 10, 1986

A. Continuation. . . . . ☐	B. Portial Release. . . . ☐	C. Assignment. . . . . ☐	D. Termination . . . . . ☒
The original finoncing statement between the foregoing Debtor and Secured Party, bearing the file number shown ahove, is still effective.	From the collateral described in the financing stotement bearing the file number shown above, the Secured Porty releoses the following:	The Secured Porty certifies that the Secured Porty 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:	The Secured Party certifies that the Secured Party no longer claims a security interest under the finoncing statement bearing the file number shown above.

FORD 1710 TRACTOR DIESEL AL313A SERIAL #UL13539
FORD 770B LOADER W/ 60" BUCKER SERIAL #WL56350
FORD 105 TILLER SERIAL #YJD0424

RECORD FEE 10.00
POSTAGE .50
#203250 C777 R01 T08:56
12/17/87
JA

4. This transoction is exempt from the Recording Tax.

Filed with: CLERK OF THE COURT, ANNE ARUNDEL COUNTY

FORD MOTOR CREDIT COMPANY
(NAME OF SECURED PARTY)

Dated: NOVEMBER 3, 1987

By: J Fielding

F M C C
JUN 65 7288-M (MARYLAND ONLY)

1/4
10-

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No: BOOK 521 PAGE 32

270934

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Joan Baccala

Address 618 Laurel Drive, Pasadena, Md. 21122

2. SECURED PARTY

Name Copy Service, Inc.

Address 8905 Kelso Drive, Baltimore, Md. 21221

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

3. Maturity date of obligation (if any) January 6, 1988

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

Sharp SF 7100 Copy Machine
7667646

RECORD FEE 11.00
POSTAGE .50
#203290 C777 R01 T08:58
12/17/87
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)

Joan F. Baccala
(Signature of Debtor)

Joan F. Baccala
Type or Print Above Name on Above Line

PRESIDENT
(Signature of Debtor)

Type or Print Above Signature on Above Line

Gerald T. Day
(Signature of Secured Party)

Gerald T. Day
Type or Print Above Signature on Above Line

11.50

BOOK 521 PAGE 33

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. 254967

RECORDED IN LIBER 480 FOLIO 515 ON Dec. 18, 1984 (DATE)

1. DEBTOR

Name Trans American Leasing Corporation

Address The Steffey Bldg. Suite 200B 407 Crain Hwy. Glen Burnie, Md. 21061

2. SECURED PARTY

Name Baltimore Federal Financial, FSA

Address St. Paul & FAyetts STs. Box 116, Baltimore, Md. 21203

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

3. Maturity date of obligation (if any) Nov. 15, 1987

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.)

RECORD FEE 10.00
POSTAGE .50
#203400 C777 R01 T09:06
12/17/87
JA

Dated 2/11/87

(Signature of Secured Party)

R. W. Weinhold
Type or Print Above Name on Above Line

Filed in Anne Arundel County

10.50

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

BOOK 521 PAGE 34

270935

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

No. of Additional Sheets Presented

☐ The Debtor is a transmitting utility

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

JEFFREY C. BROWN

237 LYONS CREEK MHP
LOTHIAN MD 20820

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

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

4 For Filing Officer Date Time No Filing Office

RECORD FEE 11.00
POSTAGE .50
#203430 C777 R01 T09:09
12/17/87

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

1984 IMPERIAL SOVRAN
70 X 14 SERIAL # 84119
"AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL

☐ Proceeds of Collateral are also covered

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

☒ Describe Real Estate Here

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

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)

9 Name of Record Owner

No. & Street Town or City County Section Block Lot

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

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

JEFFREY C. BROWN

By _____ Signature(s) of Debtor(s)

GREEN TREE ACCEPTANCE INC.

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

AA County 12.50
560.00 Recordation Tax

BOOK 521 PAGE 35

270936

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 $ 80,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the inital debt has been paid to Anne Arundel County.

5. Debtor(s) Name(s)	Address(es)
Charlie Shriner, Inc. t/a Crofton Print & Copy Centre	2431 Crofton Lane Crofton, Md. 21114

6. Secured Party	Address
Equitable Bank, National Association Attention: Linda Perry Loan Doc. Asst.	100 S. Charles St. Baltimore, Md. 21201

RECORD FEE 12.00
RECORD TAX 560.00
POSTAGE .50
#2053450 C777 R01 T09:10
12/17/97

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, contractural 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 substitions 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 descibed 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

Charlie Shriner, Inc. t/a/ Crofton Print & Copy Centre

_____ (Seal)

Charlie Shriner
Charles J. Shriner, President (Seal)

_____ (Seal)

_____ (Seal)

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

Form 609 (7/82)

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

12.50
560.00

BOOK 521 PAGE 36

FINANCING STATEMENT

☐ Not subject to recordation tax
☒ Subject to recordation tax on principal amount of $2,500.00....

270937

1. Name of Debtor(s): Arthur I. Messinger, P.A.
Address: 166 West Street
Annapolis, MD 21401

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: ~~Main Office: 8401 Colesville Road~~
~~Silver Spring, Maryland 20910~~
10005 Old Columbia Road
Columbia, MD 21046

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

One new Mita DC 213 RE Photocopier. Serial #023767 AND
One new Automatic Document Feeder 1-N, Serial #000222 AND
One new Sorter 10 Bin, Serial #A223677

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

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

RECORD FEE 12.00
RECORD TAX 17.50
POSTAGE .50
#0003460 C777 R01 T09:11
12/17/87
JA

☒ Proceeds of the collateral are also covered.

☒ Products of the collateral are also covered.

Debtor(s):

Arthur I. Messinger, P.A.

Arthur I. Messinger, Individually

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

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: David E. Klein

David E. Klein, Asst. Vice-President
(Type Name and Title)

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

12-
17 50
.50

045-580/3 Rev. 5/86

S/S Anne Arundel Co.
A/C# C-02-04958-3

BOOK 521 PAGE 37

270989

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 December 7, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Johnson, Wayne M.

Address 8464 Bussendius Road, Pasadena, MD 21122

2. SECURED PARTY

Name Chesapeake Ford Truck Sales, Inc.

Address 8540 Pulaski Highway, Baltimore, MD 21237

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

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

RECORD FEE 17.00
POSTAGE .50
M0D5470 C777 R01 T09:12
12/17/87
JA

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)

Wayne M. Johnson
See attached for originial 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)

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

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

17.50

CREDIT ALLIANCE CORPORATION

CONDITIONAL SALE CONTRACT NOTE

BOOK 521 PAGE 38

Chesapeake Ford Truck Sales

TO: Inc. T/A Chesapeake Truck Sales ("Seller") FROM: Wayne M. Johnson ("Buyer")

8540 Pulaski Hwy. Baltimore, MD 21237 (Address of Seller)

8464 Bussendius Rd. Pasadena, MD 21122 (Address of Buyer)

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

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) 1975 Ford Model LT9000 Dump Truck, S/N U90TVV76066

* Description of any Trade-In:

(1) CASH SALE PRICE	$	20,496.00
(2) DOWN PAYMENT in Cash	$	-0-
(3) DOWN PAYMENT in Goods * (Trade-in Allowance)	$	6,616.45
(4) UNPAID BALANCE [Items (1)—(2)—(3)]	$	13,879.55
(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)]	$	14,079.55
(8) FINANCE CHARGE (Time Price Differential)	$	2,689.25
(9) CONTRACT PRICE (Time Balance) [Items (7)+(8)]	$	16,768.80
(10) TIME SALES PRICE [Items (2)+(3)+(9)]	$	23,385.25

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 8464 Bussendius Rd. (Street and Number) Pasadena (City) Anne Arundel (County) Maryland (State)

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 Sixteen thousand seven hundred sixty eight and 80/100********** ********** Dollars ($ 16,768.80) being the above indicated Contract Price (hereinafter called the "time balance") in 30 successive monthly installments, commencing on the 8th day of January, 19 88, and continuing on the same date each month thereafter until paid; the first 29 installments each being in the amount of $ 558.96 and the final installment being in the amount of $ 558.96 with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisement and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

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

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.

INITIAL HERE

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

Date: December 7, 19 87

Accepted: Chesapeake Ford Truck Sales, Inc T/A Chesapeake Truck Sales (SEAL)
(Print Name of Seller Here)

By: H. E. Meadows V.P.

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

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

This instrument prepared by _____

BUYER(S)-MAKER(S):

Wayne M. Johnson (SEAL)
(Print Name of Buyer-Maker Here)

By: Wayne M. Johnson

Co-Buyer-Maker: Wayne M. Johnson (SEAL)
(Print Name of Co-Buyer-Maker Here)

By: _____

CA-L-2(7-76)

ORIGINAL FOR FILING-NON-NEGOTIABLE

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

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

INITIAL HERE

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

INITIAL HERE

INITIAL HERE

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

BOOK 521 PAGE 39

GUARANTORS-ENDORSERS SIGN HERE:

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

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

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

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

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

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

Date _____, 19 _____

_____ _____ (SEAL)
(Witness) (Corporate, Partnership or Trade Name or Individual Signature)

By: _____ } Signature of Seller
(Signature; Title of Officer, "Partner" or "Proprietor")

BOOK 521 PAGE 40

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated December 7, 1967

between Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales, as Seller/Lessor/Mortgagee

and Wayne H. Johnson (Name) 6404 Buzzards Rd. Pasadena, MD 21122 (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 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 $ 16,765.60

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 7th day of December 19 67

Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales

(Seller/Lessor/Mortgagee)

By H. C. Nicholas V.P.

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

BOOK 521 PAGE 41

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)

GERHARDT DONALD E.
428 GOLF COURSE DR
ARNOLD MD 21012
049246570 AB

2 SECURED PARTY(IES) and ADDRESS(ES)

JOHN DEERE COMPANY
P. O. BOX 65090
WEST DES MOINES IA 50265
FORMERLY: JOHN DEERE COMPANY
COLUMBUS, OH

3 MATURITY DATE (If Any) 21APR98

FOR FILING OFFICER (Date, Time and Filing Office)

4 This statement refers to original Financing Statement bearing File No 497-158-261425

Filed with ANNE ARUNDEL MD Date Filed 21APR86

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** - Secure Party releases the collateral described in Item 10 from the financing statement bearing file number shown above

RECORD FEE 10.00
POSTAGE .50
#203490 CTTT R01 T09:13
12/17/87

10

Number of Additional Sheets Presented

10DEC87

TO

CLERK OF CIRCUIT CRT
% UCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21403

By
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable)

DEERE CREDIT SERVICES INC.

By
Signature(s) of Secured Party(ies) MANAGER OF PROCESSING

Manager, Processing
John Deere Company

FILING OFFICER COPY — ALPHABETICAL

STANDARD FORM — FORM UCC-3

1650

BOOK 521 PAGE 42

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

3 MATURITY DATE (If Any) 08APR98

1 DEBTOR(S) (Last Name First) and ADDRESS(ES)

SOUTHWARD CORP
1919 LINCOLN DRIVE
ANNAPOLIS MD 21401
521159269 AE

2 SECURED PARTY(IES) and ADDRESS(ES)

JOHN DEERE COMPANY
P. O. BOX 65090
WEST DES MOINES IA 50265
FORMERLY: JOHN DEERE COMPANY
COLUMBUS, OH

FOR FILING OFFICER (Date, Time and Filing Office)

4 This statement refers to original Financing Statement bearing File No 496-496-261170

Filed with ANNE ARUNDEL MD Date Filed 08APR86

RECORD FEE 10.00
POSTAGE .50
#203490 CTT7 R01 T09:14
12/17/87

5 [ ] CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective

6 [X] 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 - Secure Party releases the collateral described in Item 10 from the financing statement bearing file number shown above

10

Number of Additional Sheets Presented

TO

CLERK OF CIRCUIT CRT
% UCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21403

10DEC87

DEERE CREDIT SERVICES INC.

By
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable)

By
Signature(s) of Secured Party(ies)

Manager, Processing
MANAGER OF PROCESSING
John Deere Company

FILING OFFICER COPY — ALPHABETICAL

STANDARD FORM — FORM UCC-3

BOOK 521 PAGE 43

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)

SOUTHWARD CORP
1919 LINCOLN DRIVE
ANNAPOLIS MD 21401
52115926 9 AE

2 SECURED PARTY(IES) and ADDRESS(ES)

JOHN DEERE COMPANY
P. O. BOX 65090
WEST DES MOINES IA 50265
FORMERLY: JOHN DEERE COMPANY
COLUMBUS, OH

3 MATURITY DATE (If Any) 08APR98

FOR FILING OFFICER (Date, Time and Filing Office)

4 This statement refers to original Financing Statement bearing File No 496-497-261171

Filed with ANNE ARUNDEL MD Date Filed 08APR86

RECORD FEE 10.00

POSTAGE .50

#203500 CTT7 R01 T09:14

12/17/87

5 ☐ **CONTINUATION** - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective

6 ☒ **TERMINATION** - Secured Party no longer claims a security interest under the financing statement bearing file number shown above

7 ☐ **ASSIGNMENT** - The Secured Party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10

8 ☐ **AMENDMENT** - Financing Statement bearing file number shown above is amended as set forth in Item 10

9 ☐ **RELEASE** - Secure Party releases the collateral described in Item 10 from the financing statement bearing file number shown above

10

Number of Additional Sheets Presented

10DEC87

TO:

CLERK OF CIRCUIT CRT
% UCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21403

By

Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable)

DEERE CREDIT SERVICES INC.

By

Signature(s) of Secured Party(ies)

MANAGER OF PROCESSING

Manager, Processing
John Deere Company

FILING OFFICER COPY — ALPHABETICAL

STANDARD FORM — FORM UCC-3

16.50

BOOK 521 PAGE 44

Ford Motor Credit Company

FINANCING STATEMENT CHANGE

This STATEMENT is presented to o filing officer for filing pursuant to the Uniform Commercial Code. 45451

1. Debtor(s) (Last Name First) and Address(es)
Larrimore, Frances L.
6731 Ritchie Hwy.
Glen Burnie, MD 21061

2 Secured Party(ies) and Address(es)
Ford Motor Credit Co.
P.O. Box 637
Mechanisville VA 23111

3 Maturity Date:

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

RECORD FEE 10.00
POSTAGE .50
~~[illegible] CTTT FOI TOF:19~~
12/17/87
SA

This instrument prepared by

This Statement refers to original Financing Statement No. 251981
Date filed: 5-10, 1984 Filed with Clerk of the Ct.

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:

Book 473
Pg 225

(Debtor)

(Signature of Debtor, if required)

Dated: December 5, 1987

Ford Motor Credit (Secured Party)

By: G.J. Mattaus
(Signature of Secured Party)

FMCC
DEC 66 7288-A
Previous editions may NOT be used.

10.50

FILING OFFICER COPY - ALPHABETICAL

521 45

not used

12-17-87

BOOK 521 PAGE 46 270938

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

3. Maturity date (if any): Oct. 1, 1989

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

CURTIS ENGINE & EQUIPMENT, INC.
6120 Holabird Avenue
Baltimore, MD 21224

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

CUMMINS FINANCIAL, INC.
522 Seventh St., Suite 208
Rapid City, SD 57701

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

RECORD FEE 11.00
POSTAGE .50
#203620 C777 R01 T09:28
12/17/87
SA

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

Any and all inventory, equipment, accounts receivable, instruments, chattel paper, general intangibles, documents and contract rights, presently existing and hereafter arising and the 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 [X] if so)

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

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

Check [X] if covered: ☒ Proceeds of Collateral are also covered. ☒ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Anne Arundel County Clerk's Office

CURTIS ENGINE & EQUIPMENT, INC.

By: _____
Signature(s) of Debtor(s)
Thomas T. Koch President

CUMMINS FINANCIAL, INC.

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

STANDARD FORM - FORM UCC-1

1. FILING OFFICER COPY—ALPHABETICAL

BOOK 521 PAGE 47

This 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):
Gemstone Jewelry, Inc
Glen Burnie Mall
6801 Gov. Ritchie Highway
Glen Burnie, MD 21061

2. Secured Party(ies) Name(s) and Address(es):
First Valley Bank
One Bethlehem Plaza
Bethlehem, PA 18018

NO ACKNOWLEDGMENT RECEIVED, ENCLOSED FIND INSTRUMENT

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

RECORD FEE 10.00
POSTAGE .50
CERTIFIED RECEIPT 10:01
12/17/87

5. This statement refers to original Financing Statement No. 35171 filed (date) April 26 AA Co. Bk. 472-491

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)

☐ This statement is to be indexed in the Real Estate Records — Section — Block — Lot

By _____
Signature(s) of Debtor(s) (only on amendment)

By Ann Marie Terrell, A.V.P.
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical

(5/82) **STANDARD FORM - FORM UCC-3** — Approved by the Secretary of State of New York, Pennsylvania & Texas

STATE OF MARYLAND

Anne Arundel County

BOOK 521 PAGE 49

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269332

RECORDED IN LIBER 516 **Page ~~FOLIO~~** 574 **ON** 8/27/87 **(DATE)**

1. **DEBTOR** Care Plus-Richmond, Inc., 501 Twin Ridge Lane, Richmond, VA 23235

Name Nursing Staff, Inc., 2510 River Road, Annapolis, MD 21401

Address Care Plus, Inc., 285 N.W. 199th Street, Miami, FL 33169

2. **SECURED PARTY**

Name Citizens Fidelity Bank and Trust Company

Address 500 W. Jefferson Street, Louisville, Kentucky 40207

Phyllis S. Bean, Esq., c/o Morgan, Lewis & Bockius
5300 Southeast Financial Center, 200 South Biscayne Blvd., Miami, FL 33131

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
#20480 CTTT R01 T10:02
12/17/87
JA

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 Exhibit "A" attached hereto and by reference made a part hereof.

Dated 12/8/87

Citizens Fidelity Bank and Trust Company

By: _____ V.P
(Signature of Secured Party)

Todd D. Munson
Type or Print Above Name on Above Line

1650

EXHIBIT "A"

1. License No. 735 issued to Nursing Staff, Inc. - Care Plus, NSI by the Maryland Department of Health and Mental Hygiene, Division of Licensing and Certification, to operate a home health agency.

2. License No. 736 issued to Nursing Staff, Inc. - Care Plus, NSI by the Maryland Department of Health and Mental Hygiene, Division of Licensing and Certification, to operate a home health agency.

3. Medicare Provider Number 21-7067 issued to Nursing Staff, Inc. relating to a home health agency operated by Nursing Staff, Inc. in Annapolis, Maryland.

4. Medicare Provider Number 21-7065 issued to Nursing Staff, Inc. relating to a home health agency operated by Nursing Staff, Inc. in Silver Spring, Maryland.

5. The telephone numbers used by Nursing Staff, Inc. for the home health agencies operated by it in Annapolis and Silver Spring, Maryland.

6. The right to operate the home health agencies of Nursing Staff, Inc. in the State of Maryland.

BOOK 521 PAGE 50

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 85775

RECORDED IN LIBER C055 483 FOLIO R02 440 ON 4/2/85 (DATE)

1. DEBTOR

Name Bryan Lyons

Address 104 Garrett Road, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Snap-On Tools Corp.

Address 7601 Brandon Woods Blvd

Baltimore, Md. 21226

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: Term. ☒
(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00
POSTAGE .50
#3043TO C777 R01 T10:35
12/17/87
JA

Dated November 6, 1987

F. X. Steffnes
(Signature of Secured Party)

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

10.50

270913

BOOK 521 PAGE 51

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at _____

2. ☒ To Be Recorded among the Financing Records at Anne Arundel County

3. ☒ Not subject to Recordation Tax

4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of $ 4,000.00 The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s): Address(es):

Brinkley Auto Parts — 1651 Crofton Blvd. # 8
Crofton, Md. 21114

6. Secured Party: Maryland National Bank Address: Department: Crofton Office

Attention: Yvonne T. Johnson Post Office Box 987, Mailstop 500504
Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

RECORD FEE 11.00
RECORD TAX 28.00
POSTAGE .50
TOTAL 39.50
RECEIVED 1987 R01 T10:52
12/17/87
JA

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, contractural 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: Brinkley Auto Parts Inc.

By: Paul G. Warner Pres. (Seal)
Type name and title, if any

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

Secured Party: Maryland National Bank

By: Yvonne T. Johnson (Seal)

Yvonne T. Johnson Retail Sales Representative
Type name and title

207-95 REV. 1/86

MARYLAND NATIONAL BANK

11 28.50

SCHEDULE A

BOOK 521 PAGE 52

THIS SCHEDULE A is attached to and made part of a Financing Statement/ Security Agreement.

Brinkley Auto Parts Inc.

# FMS850T	Uniden Control Station
# AMX150	Uniden Desk Microphone
# AMX390	Uniden Desk Top Power Supply
# 50 ½ LDF	Transmission Line Fittings and Mounting
# 8db Gain	Yagi Control Station Antenna
# FMS850T	Uniden Mobile
# 3db Gain	Mobile Antenna

~~Baltimore City~~
Anne Arundel

270914

FINANCING STATEMENT

BOOK 521 PAGE 53

Debtor or Assignor Form

☒ Not subject to Recordation Tax
☐ Subject to Recordation Tax; Principal

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

Amount is $_____

Name of Debtor	**Address**
Steven M. Thomas Patricia L. Thomas	207 Bar Harbour Rd. Pasadena Maryland 21122
Secured Party	**Address**
Key Federal Savings Bank	8607 Liberty Road Randallstown, Maryland 21133

Assignee

KEY FEDERAL SAVINGS BANK, 8601 Liberty Road, Randallstown, MD. 21133

Attach separate list if necessary

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

Case Model D-530 Backhoe serial#8282322 and trailer serial#F37ZCHD7228

RECORD FEE 12.00
POSTAGE .50
#204600 C777 R01 T11:26
12/17/87

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

3. ☒ Proceeds ☐ Products of the collateral are also specifically covered na and all Attachments hereto and hereafter aquired.

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

Debtor (or Assignor)

Steven M. Thomas
Steven M. Thomas

Patricia L. Thomas
Patricia L. Thomas

Secured Party (or Assignee)

BY Gary A. Hecker

Type or print names under signatures

Mail to: 10.50

Key Federal Savings Bank
8607 Liberty Road
Randallstown, Md. 21133
Consumer Loan Department

KFB CL115 6/86 760200016

BOOK 521 PAGE 54

270915

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at _____

2. ☐ To Be Recorded among the Financing Statement Records at _____

3. ☒ Not subject to Recordation Tax.

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

5. Debtor(s) Name(s)	Address(es)
M & M Amusement, Inc.	325 Roesler Road, Glen Burnie, MD 21061

6. Secured Party
Willow Enterprises,Inc
Attention: Louis Wilner

Address 325 Roesler Rd, Glen Burnie,Md 21061

RECORD FEE 12.00
POSTAGE .50
#204420 CTT1 R01 T11:27
12/17/87
JA

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, contractural 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.

M & M Amusement,Inc (Seal)

Larry J. Wilner- Pres (Seal)

Larry J. Wilner (Seal)

(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

207-95 REV 7/83

1250

BOOK 521 PAGE 55

SCHEDULE A

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

installemant contract dated Dec 7,1987 between M & M Amusement,Inc(Buyer)

And Willow Enterprises,Inc (Seller)

4 Betson Big Choice Cranes 2664-2766-2772-2789
4 Atari Road Blasters=1597-1553-1562-1567
2 Taito Double Dragons 187216-187224

STATE OF FLORIDA
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 in items 1 and 2 must agree exactly with the original filing information or as previously amended

DEBTOR (Last Name First if a Person)
NAME
1A DEVON HOME CENTER STORES OF MARYLAND, INC.
MAILING ADDRESS
595 S.W. 13th Terrace
CITY Pompano Beach STATE FL 33069

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

ONLY ONE NAME PER BOX

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

BOOK 521 PAGE 56

RECORD FEE 10.00
POSTAGE .50
#203910 D777 R01 T09:47
12/17/87

SECURED PARTY (Last Name First if a Person)
NAME
2A SOUTHEAST BANK, N.A.
MAILING ADDRESS
200 South Biscayne Boulevard
CITY Miami STATE FL 33131

UPDATE

AUDIT

MULTIPLE SECURED PARTY (IF ANY) (Last Name First if a Person)
NAME
2B RHODE ISLAND HOSPITAL TRUST NATIONAL BANK
MAILING ADDRESS
One Hospital Trust Plaza
CITY Providence STATE RI 02903

VALIDATION INFORMATION

3. This statement refers to original Financing Statement bearing File Number 263142 Liber 501 Folio 354 and filed with Clerk, Circuit Court, Anne Arundel Cty, MD original was filed on 8/6/87 19

4. ☐ Continuation — The original financing statement between the foregoing Debtor(s) and Secured Party(ies) bearing file number shown above is still effective

5. ☒ XXX 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 8½" x 11"

12. No. of Additional Sheets presented -0-

14. SIGNATURE(S) OF DEBTOR(S) Necessary Only For Amendment See Item 8

13. Return Copy to

NAME	Steven N. Lippman, Esq.
ADDRESS	Stroock & Stroock & Lavan
	3300 Southeast Financial Center
	200 South Biscayne Boulevard
CITY	Miami
STATE	Florida ZIP CODE 33131-2385

15. SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE

Keith S. Lavan

STANDARD FORM — FORM UCC-3

Approved by Secretary of State, State of Florida

10.50

FILING OFFICER COPY

REORDER FROM: ECONOMICAL LEGAL FORMS-SERVICES - P.O. BOX 10356 - TALLAHASSEE, FL 32302-0356 - (904) 222-6005

STATE OF MARYLAND

BOOK 521 PAGE 57

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT **REFERS** TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260645

RECORDED IN LIBER 495 **FOLIO** 378 **ON** March 4, 1986 (DATE) with Clerk, Circuit Court, Anne Arundel County, Maryland

1. **DEBTOR**

Name Devon Home Center Stores of Maryland, Inc.
595 S.W. 13th Terrace
Address Pompano Beach, Florida 33069

2. **SECURED PARTY**

Name Chemical Bank
Legal Department - 380 Madison Avenue
Address New York, New York 10017

Steven N. Lippman, Esq., Stroock & Stroock & Lavan
Person And Address To Whom Statement Is To Be Returned If Different From Above.
3300 Southeast Financial Center, 200 South Biscayne Blvd.
Miami, Florida 33131

3. **Maturity date of obligation (if any)** _____

RECORD FEE 10.00
POSTAGE .50
A00920 CTT7 R01 T09:48
12/17/87
JA

CHECK ☒ FORM OF STATEMENT

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

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

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

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

Assignee: Citizens Fidelity Bank and Trust Co., ~~individually and as agent~~
Citizens Plaza
500 W. Jefferson Street
Louisville, Kentucky 40291

All collateral covered by the original financing statement.

S 38 S

Mail to

Dated 11/20/87

CHEMICAL BANK
(Signature of Secured Party)
Cathy Sena
Type or Print Above Name on Above Line

10.50

2709-13

BOOK 521 PAGE 58

FINANCING STATEMENT FORM UCC-1

Identifying File No._____

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here $_____	If this statement is to be recorded in land records check here. ☐

This financing statement Dated 12-16-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Michael & Francesca Brooks

Address 8257 Old Mill Rd Pasadena Md 21122

2. SECURED PARTY

Name Shofers Furniture Co. Inc

Address 930 S. Charles Street

Baltimore Md 21230

Person And Address To Whom Statement Is To Be Returned 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)	Clayton Marcus	Sofa	1750-2
(2)	Carlton Mc Clendon	Chairs	5502, 5503
(2)	Carlton Mc Clendon	End tables	5504
(1)	Carlton McClendon	Cocktail Table	5505
(1)	Madison Square	Cig Table	436M
(1)	Crystal Clear	Table Lamp	452160
(1)	Crystal Clear	Lamps	351313-121

(1)	American Drew Desk 28-615
(1)	American Drew Base 28-614
(1)	American Drew Table 28-744IR
(4)	American Drew s/chairs 28-650
(2)	American Drew A/chairs 28-651

CHECK ☒ THE LINES WHICH APPLY

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

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

RECORD FEE 12.00
POSTAGE .50
#204910 CTT7 R01 T14:36
12/17/87
JA

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

X Michael Brooks
(Signature of Debtor)

Michael Brooks
Type or Print Above Signature on Above Line

X Francesca D. Brooks
(Signature of Debtor)

Francesca Brooks
Type or Print Above Signature on Above Line

Michael Meadows
(Signature of Secured Party)

Michael Meadows Office Mgr.
Type or Print Above Name on Above Line

18.50

STATEMENT OF TERMINATION OF
FINANCING STATEMENT

BOOK 521 PAGE 59

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 483, folio 139, on March 6, 1985.

1. Name and Address of Debtor:

John Felix Connolley, Jr.
946 Barracuda Cove
Arnold, Maryland 21012

RECORD FEE 10.00
POSTAGE .50
#204390 C777 R01 T14:35
12/17/87

2. Name and Address of Secured Party:

Patricia A. Connolley
1278 Dorothy Road
Crownsville, Maryland 21032

3. The Secured Party of record no longer claims a security interest under the original Financing Statement referred to above.

SECURED PARTY:

Patricia A. Connolley
PATRICIA A. CONNOLLEY

m:patcon.stm

RETURN TO:
ROBERT W. WARFIELD, ESQUIRE
4 EVERGREEN ROAD
SEVERNA PARK, MD 21146

10.50

STATE OF MARYLAND — Anne Arundel County

FINANCING STATEMENT FORM UCC-1

Identifying File No. BOOK 521 PAGE 60

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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. ☐

270950

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

1. DEBTOR

Name HEB Equipment Co., Inc.

Address 15223 Molly Pitcher Highway, Greencastle, PA 17225
*ADDITIONAL LOCATIONS OF COLLATERAL

2. SECURED PARTY

Name Kidde Credit Corporation

Address 30 Washington Center, Hagerstown, MD 21740

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

3. Maturity date of obligation (if any) _____

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

SEE ATTACHED SCHEDULE 'A' for collateral description.

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#2049TO DTTT R01 T14:45
12/17/87
JA

"NOT SUBJECT TO RECORDATION TAXX"
CHECK ☒ THE LINES WHICH APPLY

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

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

*ADDITIONAL LOCATIONS OF COLLATERAL:
P. O. Box 1066
1066C Virginia Ave.
Harrisonburg, VA 22801

449 N. Potomac Street
Hagerstown, MD 21740

809-J Barkwood Court
Linthicum Heights, MD 21090

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

B. Jeffrey Kern, V.P.
(Signature of Debtor)

HEB EQUIPMENT CO., INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

KIDDE CREDIT CORPORATION
Type or Print Above Signature on Above Line

11.50

SCHEDULE 'A'

BOOK 521 PAGE 61

This Schedule 'A' is attached to and is a part of a UCC-1 Financing Statement between HEB Equipment Co., Inc., as Debtor, and Kidde Credit Corporation, as Secured Party.

EQUIPMENT DESCRIPTION

(a) Two (2) Used Grove Manlifts, Model SM3270, S/N 15140 and 15276, together with all existing and future replacements thereof, and repairs placed thereon; and

(b) All cash and non-cash proceeds of the foregoing in (a) above, including, but not limited to, proceeds of any insurance covering any of the foregoing.

HEB EQUIPMENT CO., INC.

By: _____ _____
Debtor Title

KIDDE CREDIT CORPORATION

By: _____ _____
Secured Party Title itle

SCHAFIN

Butler Leasing Company

FINANCING STATEMENT (FORM UCC-1)

BOOK 521 PAGE 62

Identifying File No._____ 270951

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

LESSEE (DEBTOR):
CHESAPEAKE ELECTROMEDICAL, INC.

2834 CARROLLTON RD.
ANNAPOLIS, MD. 21403

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

RECORD FEE 11.00
POSTAGE .50
#E204980 C777 R01 T14:46
12/17/87

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

1 MYO MATIC (i) TRANSCUTAMEOUS ELECTRICAL MUSCLE STIMULATOR S/N 9588

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

EQUIPMENT LOCATION: SAME

LESSEE (DEBTOR):
CHESAPEAKE ELECTROMEDICAL, INC.

BY: [signature] 12/7/87
ALLAN B. Rubenstein
PRINT NAME & TITLE President

LESSOR (SECURED PARTY):
BUTLER LEASING COMPANY

BY: Deborah Scherr
DEBORAH SCHERR, CREDIT MANAGER

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

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

11.50

December 7, 1987:5335 D-06-2 (3/87)

BOOK 521 PAGE 63

This **STATEMENT** is presented to o filing officer for filing pursuant to the Uniform Commercial Code

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

Billian, Virginia L.
5610 Northcumberland St.
Pittsburgh, PA

28 2478808

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)

RECORD FEE 10.00
POSTAGE .50
#0004990 CTTT R01 T14:47
12/17/87

4. This statement refers to original Financing Statement bearing File No. 247520 L462 Pg 213

Filed with Anne Arundel Cnty Date Filed 5/31/83 19

5. XX 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 o security interest under the finoncing stotement beoring file number shown above.
7. ☐ Assignment. The secured party's right under the financing statement bearing file number shown obave to the praperty described in Item 10 have been assigned ta the assignee whase name and oddress oppears in Item 10.
8. ☐ Amendment. Financing Statement beoring file number shown above is omended os set forth in Item 10.
9. ☐ Releose. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown abave.
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).

Midlantic National Bank

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

Robert S. Meek AC

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

BOOK 521 PAGE 84

270953

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

3 Maturity date (if any): ANN Arund

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

Chesapeake Trawlers, Inc.
1656 Homewood Landing Road
Annapolis, MD 21401

2 Secured Party(ies) and address(es)

Midlantic National Bank
2 Broad Street
Bloomfield, NJ 07003

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

RECORD FEE 11.00
POSTAGE .50
#305130 CTT R01 T15:01
12/17/87

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

1969 Pacemaker Boat 31 ft. Hull #316263

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

NOT SUBJECT TO RECORDATION TAXES

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

Filed with:
Anne Arundel Cnty

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

Chesapeake Trawlers, Inc.

By _____
Signature(s) of Debtor(s)

Midlantic National Bank

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

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

BOOK 521 PAGE 65

270954

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)	2. SECURED PARTY
A.J. Miller Appliance, Inc. 1151 Rt. 3 North Gambrills, Md. 21054	THE PARADIES DISTRIBUTING CO. 3000 Waterview Avenue Baltimore, Maryland 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 repossessions 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.

RECORD FEE 11.00
M0005140 CT77 R01 T15:02
12/17/87

DEBTOR:

A.J. Miller Appliance, Inc.
(Type Name)

By: _____ (SEAL)
William Houghey

By: _____ (SEAL)
Claire Houghey, Sec.

SECURED PARTY:

THE PARADIES DISTRIBUTING CO.

By: _____

_____ 19__
(Date Signed by Debtor)

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

MD, VA, DC, PA - Inventory

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 aforegoing 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 repesentatives, 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 intsrest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 521 PAGE 67
Identifying File No. 278955

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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. ☐

NOT SUBJECT TO RECORDATION TAX.

This financing statement Dated 12/3/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Overseas Telecommunications, Inc.

Address 1033 N. Fairfax Street, Suite 404, Alexandria, VA 22313

2. SECURED PARTY

Name Perpetual Savings Bank, F.S.B.

Address 1440 New York Avenue, N.W. - Suite 200

Washington, D.C. 20005

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

3. Maturity date of obligation (if any)

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

All of the Debtor's right, title and interest in and to all assets of the Debtor, whether now owned or hereafter acquired, including without limit (all of which collectively shall be known as the "Collateral"): (continued on Continuation Sheet attached hereto and made a part hereof)

Name and address of Assignee

RECORD FEE 29.00
POSTAGE .50
#116700 C23T R02 T09:31
12/18/87

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)

By: _____
(Signature of Debtor)
Neil Hazard, Vice President
OVERSEAS TELECOMMUNICATIONS, INC.
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

By: _____
(Signature of Secured Party)
Robert E. Harris - V-P
PERPETUAL SAVINGS BANK, F.S.B.
Type or Print Above Signature on Above Line

CONTINUATION SHEET

(a) All tangible personal property owned, held, or acquired by the Debtor, including but not limited to all of the Debtor's machinery and equipment, all fixed assets of the Debtor, and all of the Debtor's present and future inventory, including goods, wares, and merchandise, whether held for sale or lease or furnished or to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed or to be used or consumed in the Debtor's business, including supplies and materials and finished goods;

(b) All of the Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sale contracts, bailment leases, security agreements, and forms of obligations now or hereafter arising out of or acquired in the course of the Debtor's business, together with all liens, guaranties, security interests, rights, remedies, and privileges pertaining to any of the foregoing (collectively "Receivables");

(c) All other intangible personal property owned, held, or acquired by the Debtor, including but not limited to all permits, franchises, contracts, memberships, licenses (subject to approval of governmental authorities, if necessary), trademarks

and trade names, patent and patent rights, fictitious name rights, manufacturing and engineering specifications, drawings, manuals, technical information, leasehold interests (whether as lessor or lessee) and engineering data;

(d) Any and all products, proceeds, accessions, substitutions, or additions to any of the foregoing whether in cash or noncash form; and

(e) Any and all of the Debtor's records, documents, or files, in whatever form, pertaining to any of the foregoing.

EQUIPMENT & SERVICES LIST
TITLE: INTELSAT STANDARD E-3 EARTH STATION
PREPARED FOR: OVERSEAS TELECOMMUNICATIONS, INC.

ITEM	DESCRIPTION	MFR.	MODEL	QTY.
	ANTENNA SUBSYSTEM			
1.0	9.0 Meter Ku band Antenna to include two port TX/RX linear polarized Ku-band feed, anchor bolts, template, standard-foundation design, three axis motorization package, program track interface, lightning protection feed rain blower, work platform, ladder, and aircraft warning light.	Harris	5351	1 Lot
2.0	Program Tracking Subsystem			1 Lot
2.1	Antenna Motor Controller			1
3.0	500 watt MPA subsystem comprised of two (2) 300 watt TWT amplifiers, phase combined to provide 500 watt output and softfail power reduction to 250 watt, redundancy switching, bandpass filter, w/g coupler, dummy load, and input kF divider.	Varian	VZU-6995A2	1 Lot

EARTH STATION LOCATION : 38290 EXECUTIVE DRIVE
WESTLAND, MICHIGAN 48185

SENT BY:Xerox Telecopier 7020 :11-10-87 :11:44AM : 2028793:89- 5638612 7:# 2

BOOK 521 PAGE 71

EQUIPMENT & SERVICES LIST

TITLE: INTELSAT STANDARD E-3 EARTH STATION
PREPARED FOR: OVERSEAS TELECOMMUNICATIONS, INC.

ITEM	DESCRIPTION	MFR.	MODEL	QTY.
4.0	Two (2) high stability up converters with $1x10^{-8}$ stability, 14.0 - 14.5 GHz	STS	UC1401/ UAS101	1 Lot
5.0	Redundant 1:1 170° FET low amplifier 10.95 - 11.95 GHz, 50 dB gain with power supply, 2 waveguide switches, transmit reject filter, 3 waveguide/ coax adapters, mounting plate	Locus		1 Lot
6.0	Two (2) high stability down converters with $1 x10^{-8}$ stability 10.95 to 11.2 GHz, including IF 1:4 divider and IF switch	STS	DC1203/ DAS-100	1 Lot
7.0	IF patch panels and station summary alarm monitor panel	STS		1 Lot
8.0	1:1 56 Kbps QPSK synthesized agile data modem with rate 7/8 coding FEC, 1:8 modem auto switching system equipped 1:1	DCC	4014	1 Lot
9.0	Modem integration material including one (1) modem equipment rack, 70 MHz IF summer/divider, base-band patch panel	STS		1 Lot

EQUIPMENT & SERVICES LIST

TITLE: INTELSAT STANDARD E-3 EARTH STATION
PREPARED FOR: OVERSEAS TELECOMMUNICATIONS, INC.

ITEM	DESCRIPTION	MFR.	MODEL	QTY.
10.0	Fiberglass equipment shelter 8'x20'x8' to include: redundant hard air conditioners, 5000 watt heaters, wiring, cable trays, 150 amp AC distribution, smoke/intrusion alarm, 4 flood lights, one door light, interior lighting, 18" fan and 18" intake louver.	Virginia Fiberglass		1 Lot
11.0	Remote Monitor and Control Subsystem: Remote Unit, Central Unit, Printer, Cable	STS		
12.0	IFL integration materials comprising one (1) 50 ft. EW132 transmit waveguide, one (1) 50 ft. EW127A receive waveguide, two (4) heliax cables, flexguide and associate connectors	STS		1 Lot
13.0	Integration material to consist of four (4) electronic equipment racks, cabling, IF cabling, hardware, dehydrator/ pressurizer, coaxial couplers	STS		1 Lot
14.0	In-house assembly, integration and testing	STS		1 Lot
15.0	Engineering, PMO and drafting	STS		1 Lot
16.0	Documentation to include vendor manuals, site drawings, rack elevations, spare parts lists, installation drawings, test reports etc.	STS		1 Lot

EQUIPMENT & SERVICES LIST

TITLE: INTELSAT STANDARD E-3 EARTH STATION
PREPARED FOR: OVERSEAS TELECOMMUNICATIONS, INC.

ITEM	DESCRIPTION	MFR.	MODEL	QTY.
17.0	On-site integration and test of antenna and electronics (assumes STS supplied labor (i.e. no union labor) including crane	STS		1 Lot
18.0	9M De-ice subsystem: Full Reflector Electric Hot Air De-icing, Subreflector De-icing, Local Control Unit Installation			1
19.0	Test Equipment			
	Frequency Counter	Marconi	52440 -302R	1
	Power Meter	HP	436A/ 8481A	1
	Spectrum Analyzer	HP	8559A/ 853A	1
	Digital Multimeter	Fluke	8024B	1
	Current Probe	Fluke	801-400	1
	Temperature Probe	Fluke	Y8102	1
	BER Test Set and Printer	TTC	Fireberd 1500A opt3	1
			PR2000	1
	100 MHz Oscilloscope	HP	1740A	1
20.0	56 Kbps Voice/Data MUX	GDC	1253	2
	Echo Canceller with pwr supply	Tellab		2
22.0	Recommended Spares			
	300w TWTA tube *	Varian		1 Lot
	Consummable spare			

Equipment located at:

324 South Hammond Ferry Road
Westinghouse Building
Glenburnie, MD 21061

FEDERAL EXPRESS
#841181
ANNE ARUNDEL COUNTY

STATE OF MARYLAND

BOOK 521 PAGE 74

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269895
Not subject to recordation tax pursuant to MD. Tax-Property Code ANN. § 12-108(K)
RECORDED IN LIBER 518 FOLIO 190 ON 9/29/87 (DATE)

1. DEBTOR

Name Donner, Lona A. (See attached for list of additional Joint Debtors)

Address 1913 Hidden Meadow Lane, Annapolis, MD 21401

2. SECURED PARTY

Name The Penn Insurance and Annuity Company

Address 530 Walnut Street, Philadelphia, PA 19172

Finalco, Incorporated, 8200 Greensboro Drive, Suite 1400, McLean, VA 22102
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:** XXX (Indicate whether amendment, termination, etc.) Amendment

The original financing statement numbered above is hereby amended by adding Exhibit B attached hereto to the types (or items) of property and collateral listed on the original financing statement.

RECORD FEE 12.00
POSTAGE .50
#116710 0237 R02 T09:31
12/18/87

DOVER ASSET GROUP, INC. AGENT FOR DEBTORS

Nora D. Bean

BY: NORA D. BEAN TITLE: VICE PRESIDENT

Dated _____

THE PENN INSURANCE AND ANNUITY COMPANY
BY: LEROY O. MCCLELLAN TITLE: ASSISTANT VICE PRESIDENT

L. McClellan AVP
(Signature of Secured Party)

THE PENN INSURANCE AND ANNUITY COMPANY
Type or Print Above Name on Above Line

Anne Arundel County, MD

Monaghan, Edward P.
1284 Richie Highway
Arnold, MD 21012

Exhibit B

Equipment Lease Schedule No. 841181, between Finalco, Incorporated, as lessor, and Federal Express Corporation, as lessee, dated as of May 11, 1984, as amended from time to time (hereafter referred to as the "Equipment Schedule") and all of Debtor's rights title and interests in, to and under Master Lease Agreement, dated March 13, 1984, also between Finalco, Incorporated, as lessor, and Federal Express Corporation, as lessee, to the extent and only to the extent, such rights, title and interests relate directly to the herein described Equipment Schedule, together with any and all income and proceeds due or to become due from the foregoing.

0359-0014

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS FOR ANNE ARUNDEL COUNTY, MARYLAND

270959

BOOK 521 PAGE 77

Not to be recorded in Land Records

Not subject to Recordation Tax
Principal amount of debt secured is:

$ 741,000.00

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

RECORD FEE 13.00
POSTAGE .50
#014760 C040 R03 T13:47
12/18/87

1. **Debtor**:

   PIZZA HUT OF MARYLAND, INC.

   Address:

   Pizza Hut Building
   9170 Route 108, Suite 200
   Columbia, Maryland 21045

2. **Secured Party**:

   SOVRAN BANK/MARYLAND

   Address:

   6610 Rockledge Drive
   Bethesda, Maryland 20817

3. **Trustee**:

   DANA E. TYDINGS
   RICHARD J. HAJJAR

   Address:

   6610 Rockledge Drive
   Bethesda, Maryland 20817

4. This Financing Statement covers:

   (a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any 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 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.

B.O.S

This Financing Statement does not cover any items of property described above which are owned by *bona fide* tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owed by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on "EXHIBIT A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust hereinabove referenced.

8. Maturity date of the obligation, ~~if any~~ as stated in the Note.

Debtor: ~~Secured Party~~

PIZZA HUT OF MARYLAND, INC.

By: _____

By: _____

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

MILES & STOCKBRIDGE
22 West Jefferson Street
Rockville, Maryland 20850

Attn: Patrick F. Greaney, Esquire

EXHIBIT "A"

all that lot or parcel of land, situate, lying and being between the southbound and northbound lanes of Crain Highway, (Maryland Route No. 3) in the Fourth Assessment District of Anne Arundel County, State of Maryland, which, according to a Deed of E. Burton Tidler, et al., dated October 22, 1984 and recorded among the Land Records of Anne Arundel County in Liber E.A.C. No. 3807, Folio 318, etc., is described as follows, that is to say:--

BEGINNING for the same at an iron pipe located on the westerly right of way line of the North Bound Lane of Maryland Route 3 (80 feet wide), said point also being the division line with the James A. Stunkard property as recorded in the Land Records of Anne Arundel County in Liber 2697, Page 147; thence binding along said North Bound Lane, South 51 degrees 19 minutes 18 seconds West 214.98 feet to the lands of John H. Hamilton as recorded in the Land Records of Anne Arundel County in Liber 944, Page 520; thence binding along the division line with the Hamilton property and also the property of George H. Rucker Realty Corp. as recorded in the Land Records of Anne Arundel County in Liber 3797, Page 639, North 59 degrees 28 minutes 37 seconds West 291.61 feet to an iron pipe located on the easterly right of way line of the South Bound Lane of Maryland Route 3 (140 feet wide); thence binding along said South Bound Lane North 58 degrees 32 minutes 37 seconds East 313.17 feet to an iron pipe located at the aforementioned division line with the Stunkard property; thence binding along said division line the two following courses and distances, (1) South 36 degrees 34 minutes 14 seconds East, 186.77 feet to an iron pipe, (2) South 56 degrees 11 minutes 58 seconds East, 48.86 feet to the point of beginning. Containing 1.466 acres of land, more or less.

BEING ALL that same lot or parcel of land which, by Deed of Distribution dated October 9, 1985 and recorded among the Land Records of Anne Arundel County in Liber 3986, Folio 785, etc., was granted and conveyed by Harvey Blonder, et al., unto Pizza Hut of Maryland, Inc.

Mail to James Willard Davis

BOOK 521 PAGE 80

FINANCING STATEMENT

270961

1. ☐ To Be Recorded in the Land Records at _____

2. ☒ To Be Recorded among the Financing Records at Anne Arundel County

3. ☐ Not subject to Recordation Tax

4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of $ 516,000.00 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)

Maryland Pennysaver Group, Inc. 408 Headquarters Drive
Millersville, MD 21108

6. Secured Party: Maryland National Bank Address: Department: Annapolis Collateral Control

Attention: Lisa Keller Post Office Box 987, Mailstop 500-501

Baltimore, Maryland 21203

(Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

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

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

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

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

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractural 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):

See Schedule A

RECORD FEE	13.00
RECORD TAX	3612.00
POSTAGE	.50

Debtor: MARYLAND PENNYSAVER GROUP, INC.

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

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

Secured Party: Maryland National Bank

By: Maureen S. Konschnik (Seal)

Maureen T. Konschnik, Vice-President
Type name and title

207-95 REV 1/86

MARYLAND NATIONAL BANK

#117620 C055 R02 T15:04
12/18/87
JA

1300
301200

SCHEDULE A

SOLNA DISTRIBUTOR
WEB OFFSET PRESS
MODEL D-30-B 22 3/4" x 36"

Two (2) Offset Perfecting Units (2+1) complete with the following standard items and features:

1. Supplemental rider roll on second ink form.
2. Pneumatic reel loading device.
3. Pneumatic brake, including central control at the folder.
4. Safety guards over rollers.
5. Plate cocking controls on each plate cylinder.
6. Circumferential running register control, each plate cylinder.
7. Sidelay running register control, each plate cylinder.
8. Blanket to blanket pressure control, adjustable on run.
9. Dial indicator handwheels for all register controls.
10. Infinite variable speed control of ink fountain roller.
11. Adjustable ink vibrator stroke.
12. All ink vibrator rollers rilsan coated.
13. Hinged dropaway ink fountains.
14. All plate and blanket cylinders plated to retard corrosion.
15. Stainless steel water fountain pans.
16. Chrome plated water fountain rollers.
17. Chrome plated water vibrator rollers.
18. Individual water fountain roller motor control with flood button.
19. Automatic (pneumatic) control of impression and form rollers on/off.
20. Manual override for all ink and water rollers so that they can be brought down individually-manually rather than automatically with impression.
21. Two (2) pushbutton stations.
    A. Operator's side front with:
        1. impression on/off
        2. inch
        3. jog
        4. stop
        5. ready and safe light
        6. reverse
    B. Gear side - rear:
        1. inch
        2. stop
        3. warning light
        4. reverse
22. Oil pump, sump, pressure gauge, filter and low pressure switch.
23. Upper and lower washup device.
24. One (1) full set of inking rollers.
25. One (1) full set of water rollers.
26. One (1) set of blankets.
27. Factory prewired.
28. Special steel base plates.
29. Press spare parts kit.
30. Transformer to 380 volts.
31. One (1) Baldwin 610 water leveler.
32. Two (2) air shafts.
33. One (1) trolley with Castor wheels.
34. Two (2) direct printing assemblies.
35. Two (2) Baldwin Model DSS-IDT-P web break detectors.
36. One (1) clutch.

One (1) F-36 Folder for Broadsheet, Tabloid and Magazine Folding complete with:

1. Disconnect clutch.
2. Running perforator.
3. Running slitter.
4. Oil pump, sump, filter and pressure gauge.
5. Extended delivery table.
6. Web compensator (one for each web).
7. Air pressure regulator, lubricator and filter.
8. Master pushbutton control station with:
   a. ammeter
   b. speed indicator
   c. signature counter
   d. inch pushbutton
   e. impression on/off button
   f. jog pushbutton
   g. faster pushbutton
   h. slower pushbutton
   i. stop pushbutton
   j. water fountain motor control
9. Pushbutton station at rear gear side with inch, stop and warning lights.
10. Rotary chopper for magazine fold.
11. Cross perforator for head of magazine fold.
12. Factory prewired.
13. Former nose drilled for high pressure air.
14. Signature guide and jam-up protection switch.
15. Workbook perforator for longitudinal perforation of quarter fold page.
16. High volume - low pressure air in folder former bars.

One (1) Ninety-Five (95) horsepower, S.C.R. type electrical press drive to suit available house current with proper transformer. Drive to be in parallel with present drive.

Plus the following items:

1. Four (4) water fountain roll scrapers per printing unit.
2. Plate bending fixture.

One (1) Fifteen (15) H.P. air compressor.

Folder to be equipped with five (5) compensators.

MARYLAND NATIONAL BANK
We want you to grow.™

BOOK 521 PAGE 83 270963

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at _____

2. ☒ To Be Recorded among the Financing Statement Records at Anne Arundel County

3. ☒ Not subject to Recordation Tax.

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

5. Debtor(s) Name(s)	Address(es)
McNeill & Baldwin, Inc.	7310 Ritchie Highway Suite 912 Glen Burnie, Md. 21061

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

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, contractural rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

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

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

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

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

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

RECORD FEE 11.00
POSTAGE .50
#117630 C055 R02 T15:05
12/18/87
JM

McNeill & Baldwin, Inc.

_____ (Seal)
Robert McNeill, Vice President

_____ (Seal)

_____ (Seal)

_____ (Seal)

Secured Party
Maryland National Bank

_____ (Seal)
Jane C. Phillips, Assistant Vice President
Type name and title

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

207–95 REV 7/83

11.00

BOOK 521 PAGE 84 270963

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor:
450FMS LIMITED PARTNERSHIP

Address:
c/o Mr. Kenneth Freeman
791 Fairview Avenue
Annapolis, Maryland 21401

RECORD FEE 14.00
POSTAGE .50
#C05840 CTT RO1 T14:58
12/18/87
JA

2. Secured Party:
SECOND NATIONAL FEDERAL
SAVINGS BANK

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

3. This Financing Statement covers:

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

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all

14.50

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 or business conducted on the property.

4. The aforesaid items covered by this Financing Statement are included as security in the Deed of Trust of September 15, 1986, and Modification and Consolidation of Deed of Trust Agreement and Consolidated Deed of Trust Promissory Note in the amount of $850,000.00 executed even date herewith between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the **Anne Arundel County, Maryland.**

5. Proceeds of the collateral are also covered hereunder.

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

Debtor: 450FMS LIMITED PARTNERSHIP

BY: _____ (SEAL)
Kenneth A. Freeman, Sole General Partner

Dated: 12/15/87

MR. CLERK:

Please return to:

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

S40708#1.fin

EXHIBIT A

Legal Description

BOOK 521 PAGE 86

BEGINNING for the same at an iron pipe now set on the south side of Defense Highway at the northwest corner of a 0.48 acre lot heretofore conveyed to Maude Nichols Baker by Luther M. Nichols, widower, by deed dated November 28, 1940 and recorded in Liber J.H.H. No. 228, folio 276, the said iron pipe and place of beginning is distant, as measured along the said south side of the Defense Highway, south 84 degrees 40 minutes west 110.00 feet from another pipe at the northeast corner of the whole tract hereinafter mentioned, which is also the northwest corner of the land owned by Annie E.D. Sellman, which was subdivided into lots July, 1931, and surveyed by J. Revell Carr, which said plat is called "Property of Annie E.D. Sellman, Sub-division Plat No. 2, Anne Arundel County, Maryland, July, 1931", thence running from the said beginning point so fixed leaving the said Maude Nichols Baker lot and along the said south side of the Defense Highway south 84 degrees 40 minutes west 245.0 feet to another iron pipe, thence leaving said Highway and running through part of the said whole tract south 19 degrees 02 minutes west 200.0 feet to another pipe, thence south 3 degrees 44 minutes west 370.0 feet to another iron pipe, thence south 77 degrees 21 minutes east 458.0 feet to another iron pipe now set in the easterly boundary line of said mentioned whole tract, it being also the westerly boundary line of the above mentioned Annie E.D. Sellman property, thence with said line north 0 degrees 21 minutes west 491.9 feet to another iron pipe at the southeast corner of the first mentioned Maude Nichols Baker 0.48 acre lot, thence leaving the said last mentioned easterly boundary line and running with the south and west lines of the said Maude Nichols Baker lot south 84 degrees 55 minutes west 115.0 feet to another iron pipe, thence north 1 degree 05 minutes east 200.0 feet to the place of beginning; containing 5.476 acres of land according to a survey and plat by J. Revell Carr, Sept., 1940.

BEING the same lot of ground which by Deed dated May 15, 1964 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1757 folio 378 was granted and conveyed by C. Carroll Lee, et al unto Cloverland Farms Dairy, Inc.

AND BEING the same property which by Deed dated September 15, 1986, was granted and conveyed by Cloverland Farms Dairy, Inc. to 450FMS Limited Partnership, recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland.

BOOK 521 PAGE 87

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT
RECORDED IN THE FINANCING RECORDS OF ANNE ARUNDEL COUNTY
in Liber 517, folio 415

Roll No._____ Page No._____

Identification No._____ Dated September 4, 1987

1. Debtor(s)

Cross Creek, Ent., Inc.
Name or Names—Print or Type
2708 Mountain Road, Pasadena, MD 21122
Address—Street No., City - County State Zip Code

2. Secured Party

York Federal Savings & Loan Association
Name or Names—Print or Type
101 S. George Street, York, Pa. 17405-7068
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)_____

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .50
RECEIPT 17977 R01 T10:50
12/21/87

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

The above referenced Financing Statement is hereby amended by including on Exhibit 1 thereto those matters set forth on Exhibit A, attached hereto and made a part hereof.

Cross Creek Ents., Inc.
By: [signature]

Dated: December 9, 1987

York Federal Savings & Loan Association
Name of Secured Party
By: Harry R Bruce
Signature of Secured Party
V.P.
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

15.50

DEC- 7-87 MON 15:52 8371280 P.05

0146E/3
REZ:meh
12/7/87

Exhibit A

(Property Description)

BEING KNOWN AND DESIGNATED as Lots Nos. 80 and 81, as shown on the Plat entitled, "Final Plat, Plat 3, Section VI, Phase I, FOREST LAKE", which plat is recorded among the Land Records of Harford County in Plat Book CGH. No. 58, folio 104.

BEING KNOWN AND DESIGNATED as Lots Nos. 93 and 94, as shown on the Plat entitled, "Final Plat, Plat 2, Section VI, Phase I, FOREST LAKE", which plat is recorded among the Land Records of Harford County in Plat Book CGH. No. 58, folio 103.

THE SENTINEL TITLE CORPORATION, BEL AIR
Maryland Mo
307 South
Bel Air, Maryland

Anne Arundel Co.

BOOK 521 PAGE 39

11 ~

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 437 Page No. 35-36

Identification No. 249512 Dated 10/27/83

1. Sublessee: THE VILLAGE OF CROSS KEYS, INCORPORATED
Name
10275 Little Patuxent Parkway, Columbia, Md. 21044
Address—Street No., City - County State Zip Code

2. Assignee of Sublessor: MARYLAND NATIONAL LEASING CORPORATION
Name
502 Washington Avenue, Towson, Maryland 21204
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable 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 ~~PARTIAL~~ XXX ☐ 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 attachments

RECORD FEE 12.00
POSTAGE .50
#206420 CTTT R01 T11:33
12/21/87
JA

Dated: 10/2/87

THE VILLAGE OF CROSS KEYS, INCORPORATED

By:

MARYLAND NATIONAL LEASING CORPORATION

By: Michael S Fan
Asst Sec

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

Fran Landers
Ober, Kaler, Grimes & Shriver
1600 Maryland National Bank Bldg.
Baltimore
Maryland 21202

18.50

Name of Assignee of Assignee of Sublessor	Provident Leasing Corporation Calvert and Lexington Streets P.O. Box 1661 Baltimore, Maryland 21203-1661
Property Assigned:	All of Assignee of Sublessor's right, title and interest in and to certain items of equipment subleased pursuant to that certain Equipment Sublease Agreement dated as of 11-15, 1982, by and between The Saratoga Equipment Corporation, as sublessor and Sublessee, as sublessee, and proceeds (including insurance proceeds) thereof as assigned to The Savers Leasing Corp. pursuant to that certain Agreement of Assignment dated as of June 27, 1984, by and between Assignee of Sublessor, as assignor, and The Savers Leasing Corp., as assignee; all as more particularly described on the attached schedule(s).

MARYLAND NATIONAL LEASING CORPORATION

SCHEDULE OF EQUIPMENT

Lessee: The Saratoga Equipment Corporation

Attached to Bill of Sale dated _____, 19___

Interim **and/or** **Equipment Schedule No.** P-85-49

Page No. 1 of 1 total pages

Approved by _____ NM

(Lessee to initial each page)

Equipment located at:

Harundale Mall
Street No.

50 Harundale Mall
City | **County** | **State** | **Zip**

Glen Burnie | Anne Arundel | Md. | 21061

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Executone/Atlantic Inv. # 157824 P. O. # 1661			Executone Encore 616 Telephone System including: 1 KEY SERVICE UNIT 1 POWER SUPPLY 1 TONE GENERATOR 1 CENTRAL PROCESSOR UNIT 1 TII428 SURGE PROTECTOR 1 4-PORT CENTRAL OFFICE LINE CARD 2 4-PORT STATION CARDS 1 DIRECT STATION SELECTOR 8 STANDARD 616 ELECTRONIC TELEPHONES 1 CUSTOMER OWNED ANSWERING MACHINE INSTALLED	

(Attach All Vendor Invoices) **Total** $

521 PAGE 91

BOOK 521 PAGE 02

ANNE ARUNDLE COUNTY

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

Roll No. 457 Page No. 35-36

Identification No. 249512 Dated 10/27/83

1. Sublessee: THE VILLAGE OF CROSS KEYS, INC.
Name
50 Harundale Mall, Anne Arundel Co., Glen Burnie, Md. 21061
Address—Street No., City - County State Zip Code

2. Assignee of Sublessor: MARYLAND NATIONAL LEASING CORPORATION
Name
502 Washington Avenue, Baltimore Co., Towson, Maryland 21204
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable 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 ATTACHMENT

RECORD FEE 8.00
POSTAGE .50

#206440 C777 R01 T11:34
12/21/87
JA

THE VILLAGE OF CROSS KEYS, INC.

By: [signature]

Dated: 10/2/87

MARYLAND NATIONAL LEASING CORPORATION

By [signature] asst Sec

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

Fran E. Landers
Ober, Kaler, Grimes & Shriver
1600 Maryland National Bank Bldg.
Baltimore, Maryland 21202

Name of Assignee of Assignee of Sublessor:	THE SAVERS LEASING CORP. The Blaustein Building 1 North Charles Street Baltimore, Maryland 21202
Property Assigned:	All of Assignee of Sublessor's right, title and interest in and to certain items of equipment subleased pursuant to that certain Equipment Sublease Agreement dated as of 11-15, 1983, by and between The Saratoga Equipment Corporation, as sublessor and Sublessee, as sublessee, and proceeds (including insurance proceeds) thereof as assigned to The Savers Leasing Corp. pursuant to that certain Agreement of Assignment dated as of December 15, 1983, by and between Assignee of Sublessor, as assignor, and The Savers Leasing Corp., as assignee; all as more particularly described on the attached schedule(s).

MARYLAND NATIONAL LEASING CORPORATION

SCHEDULE OF EQUIPMENT

Lessee: The Saratoga Equipment Corporation

Attached to Bill of Sale dated _____, 19__

Interim and/or Equipment Schedule No. S-84-19

Page No. 1 of 1 total pages

Approved by _____

(Lessee to initial each page)

Equipment located at:

Harundale Mall
Street No.

50 Harundale Mall P. O. Box 1027
City County State Zip

Glen Burnie Md. 21061

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Clarke Division Inv. # 25630 P. O. # 1426	FM 2000 TMD 50 LV 30	32029 2801	115V Floor Polisher Wet/Dry Vac. Pad Driver Hose Wand Assembly 14 " carpet Tool	

(Attach All Vendor Invoices) Total $

BOOK 521 PAGE 094

MARYLAND NATIONAL LEASING CORPORATION

SCHEDULE OF EQUIPMENT

Lessee: The Saratoga Equipment Corporation

Attached to Bill of Sale dated _____, 19___
Interim and/or
Equipment Schedule No. S-84-29

Page No. 1 of 1 total pages
Approved by _____
(Lessee to initial each page)

Equipment located at:
Harundale Mall
Street No.
50 Harundale Mall
City County State Zip
Glen Burnie Md. 21061

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Hotsy of Maryland Inv. # D-5011 P. O. # 1434	842	H1106/0284	1 Hotsy High Pressure Hot Water Cleaner Less discount 1 2KW Generator 1 Generator Kit and belts 1 Heavy Duty Battery 1 Nutting Cart Front Wheel Swivel Wheels 2 Hose Reels 40 Ft. Extra Hose, 3 Nozzles Filing fee Freight	

(Attach All Vendor Invoices) Total $

521 PAGE 95

MARYLAND NATIONAL LEASING CORPORATION

SCHEDULE OF EQUIPMENT

Lessee: The Saratoga Equipment Corporation

Page No. 1 of 1 total pages

Approved by _____
(Lessee to initial each page)

Attached to Bill of Sale dated _____, 19__

Interim and/or Equipment Schedule No. S-84-36

Equipment located at:

Harundale Mall
Street No.

50 Harundale Mall
City

Glen Burnie
County

Md. 21061
State Zip

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Clakre Div. Inv. # 26490 P. O. # 1426	LV 30	2506	1 Litter Vac.	
			See I.E.S. No. S-84-19 for equipment.	
			(Attach All Vendor Invoices) Total	$

BOOK 521 PAGE 98

MARYLAND NATIONAL LEASING CORPORATION

SCHEDULE OF EQUIPMENT

Lessee: The Saratoga Equipment Corporation

Page No. 1 of 1 total pages

Approved by _____
(Lessee to initial each page)

Attached to Bill of Sale dated _____, 19__

Interim and/or Equipment Schedule No. S-84-51

Equipment located at: Harundale Mall

Street No. 50 Harundale Mall

City Glen Burnie County _____ State Md. Zip 21065

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Motorola Inv. # M0801722 P. O. # 1490	H33LCU3124AN NLN7646A NLN7694A		2 5 Watt VHF Radio with options 2 Rapid chargers 2 Rapid Batteries Freight	
			(Attach All Vendor Invoices) Total	$

BOOK 521 PAGE 97

MARYLAND NATIONAL LEASING CORPORATION

SCHEDULE OF EQUIPMENT

Lessee: The Saratoga Equipment Corporation

Attached to Bill of Sale dated June 18, 19 84
Interim and/or
Equipment Schedule No. S-84-66

Page No. 1 of 1 total pages
Approved by _____
(Lessee to initial each page)

Equipment located at:
Harundale Mall
Street No.
50 Harundale Mall
City | County | State | Zip
Glen Burnie | Md. 21061

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Clarke Div. Inv. # 12604 P. O. # 1426	LV30	002842	1 Litter Vac see Schedule S84-19) Freight	

(Attach All Vendor Invoices) Total

BOOK 521 PAGE 193

ANNE ARUNDEL COUNTY

BOOK 521 PAGE 99 11g

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

Roll No. 437 Page No. 35-36

Identification No. 249512 Dated 10/27/83

1. Sublessee: THE VILLAGE OF CROSS KEYS, INC.
Name
50 Harundale Mall, Anne Arundel Co., Glen Burnie, Md. 21061
Address—Street No., City - County State Zip Code

2. Assignee of Sublessor: MARYLAND NATIONAL LEASING CORPORATION
Name
502 Washington Avenue, Baltimore Co., Towson, Maryland 21204
Address—Street No., City - County State Zip Code

3. Maturity Date (If any)_____

4. Check Applicable 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 ATTACHMENT

RECORD FEE 20.00
POSTAGE .50
#206430 CTT7 R01 T11:34
12/21/87
JA

THE VILLAGE OF CROSS KEYS, INC.

By: [signature]

Dated: 10/2/87

MARYLAND NATIONAL LEASING CORPORATION

By: Michael D. Fenn
Asst Sec

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

Fran E. Landers
Ober, Kaler, Grimes & Shriver
1600 Maryland National Bank Bldg.
Baltimore
Maryland 21202

BOOK 521 PAGE 100

ATTACHMENT

Name of Assignee of
Assignee of Sublessor: Citizens 1st National of New Jersey
208 Harristown Road
Glen Rock, New Jersey 05452

Property Assigned: All of Assignee of Sublessor's right, title and interest in and to certain items of equipment subleased pursuant to that certain Equipment Sublease Agreement dated as of 11-15, 1984, by and between The Saratoga Equipment Corporation, as sublessor and Sublessee, as sublessee, and proceeds (including insurance proceeds) thereof as assigned to Citizens 1st National of New Jersey pursuant to that certain Agreement of Assignment dated as of September 30, 1985, by and between Assignee of Sublessor, as assignor, and Citizens 1st National of New Jersey, as assignee; all as more particularly described on the attached schedule(s).

MARYLAND NATIONAL LEASING CORPORATION

SCHEDULE OF EQUIPMENT

Lessee: THE SARATOGA EQUIPMENT CORPORATION

Page No. 1 of 1 total pages

Approved by _____
(Lessee to initial each page)

Attached to Bill of Sale dated _____, 19__

Interim and/or Equipment Schedule No. C-86-48

Equipment located at:
Harundale Mall - 50 Harundale Mall
Street No.
Glen Burnie — City | Anne Arundel — County | MD — State | 21061 — Zip

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Siems Rental & Sales Co. 3925 Washington Blvd. Baltimore, MD 21227 Invoice No.: 57129 P.O. No.: 1942	PLC36PDC	1485-99005	1 - Genie Personnel Lift Freight	
			(Attach All Vendor Invoices)	Total

MARYLAND NATIONAL LEASING CORPORATION

SCHEDULE OF EQUIPMENT

Lessee: THE SARATOGA EQUIPMENT CORPORATION

Attached to Bill of Sale dated _____, 19__

Interim and/or Equipment Schedule No. C-86- 146

Page No. 1 of 1 total pages

Approved by _____ (Lessee to initial each page)

Equipment located at:
Harundale Mall Inc.
Street No.
Glen Burnie, Anne Arundel MD 21061
City County State Zip

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Motorola, Inc. Invoice #466743 P.O. # 1994		605ALL0229 605ALL0230 605ALL0231 605ALL0232	4-Expo Radios 20 Watt 4-Delete TX 4-Delete RX 4-Med. Duty Batteries 4-Cases w/belt 2-Nicad Spare Batteries 1-6 Unit Desktop Charger 1-120 Vac Cable DELIVERY	

(Attach All Vendor Invoices) Total

BOOK 521 PAGE 102

MARYLAND NATIONAL LEASING CORPORATION

SCHEDULE OF EQUIPMENT

Lessee: THE SARATOGA EQUIPMENT CORPORATION

Page No. 1 of 1 total pages

Approved by _____
(Lessee to initial each page)

Attached to Bill of Sale dated _____, 19__

Interim and/or Equipment Schedule No. C-86- 170

Equipment located at: Harundale Mall, 50 Harundale Mall
Street No.

Glen Burnie, Anne Arundel MD 21061
City County State Zip

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Advance Machine Co. Invoice # 72666 P.O. # 1988		105295	1 - Whirlamatic 2000	
			(Attach All Vendor Invoices)	Total $

BOOK 521 PAGE 103

(11a)

BOOK 521 PAGE 104 Anne Arundel Co. 271132

☐ TO BE ☒ NOT TO BE } RECORDED IN LAND RECORDS

☐ SUBJECT TO ☒ NOT SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF $ _____

FINANCING STATEMENT

Lessee: THE SARATOGA EQUIPMENT CORPORATION

Name or Names—Print or Type

10275 Little Patuxent Parkway, Columbia, Md. 21044

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

Lessor: MARYLAND NATIONAL LEASING CORPORATION

Name or Names—Print or Type

502 Washington Avenue, Towson, Maryland 21204

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

Name or Names—Print or Type

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

3. This Financing Statement covers the following types of property:

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

5. If collateral is crops, describe real estate.

RECORD FEE 45.00
POSTAGE .50
#206450 CTT7 R01 T11:35
12/21/87
DA

6. Proceeds of collateral ☒ are ☐ are not covered.

7. Products of collateral ☐ are ☐ are not covered.

THE SARATOGA EQUIPMENT CORPORATION

By: Richard M. Brown

MARYLAND NATIONAL LEASING CORPORATION

By: Michael S Fran
Asst Sec.

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

Fran Landers
Ober, Kaler, Grimes & Shriver
1600 Maryland National Bank Bldg.
Baltimore
Maryland 21202

45.50

BOOK 521 PAGE 105

ATTACHMENT

The equipment leased pursuant to that certain Equipment Lease Agreement dated as of November 15, 1982, between Lessor, as lessor, and Lessee, as lessee; and proceeds(including insurance proceeds) thereof (but without power of sale); as more particularly described on the attached schedule(s).

MARYLAND NATIONAL LEASING CORPORATION

SCHEDULE OF EQUIPMENT

Lessee: The Saratoga Equipment Corporation

Attached to Bill of Sale dated _____, 19__

Interim and/or Equipment Schedule No. S-84-19

Page No. 1 of Three total pages

Approved by _____
(Lessee to initial each page)

Equipment located at:

Harundale Mall
Street No.

50 Harundale Mall P. O. Box 1027
City County State Zip

Glen Burnie Md. 21061

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Clarke Division Inv. # 25630 P. O. # 1426	FM 2000 TMD 50 LV 30	32029 2801	115V Floor Polisher Wet/Dry Vac. Pad Driver Hose Wand Assembly 14 " carpet Tool	
			(Attach All Vendor Invoices)	Total $

BOOK 521 PAGE 105

MARYLAND NATIONAL LEASING CORPO

SCHEDULE OF EQUIPMENT

Page No. 1 of

Approved by (Lessee to initial each pag

Equipment located at: Harundale Mall

Lessee: The Saratoga Equipment Corporation

Street No. 50 Harundale Mall

City Glen Burnie County

Attached to Bill of Sale dated 19__

Interim Order

Equipment Schedule No. S-84-29

Manufacturer and/or Vendor Name & Invoice No.

Hotsy of Maryland
Inv. # D-5011
P. O. # 1434

Model No.	Serial No.	Description	Mo Invoice Price
842	H1106/0284	1 Hotsy High Pressure Hot Water Cleaner	
		1 2KW Generator Kit and belts	
		1 Generator Duty Battery	
		1 Heavy Duty Cart Front Wheel Swivel Wheels	
		1 Nutting Cart	
		2 Hose Reels	
		40 Ft. Extra Hose, 3 Nozzles	
		Filing fee	
		Freight	
		Less discount	

(Attach All Vendor Invoices)

Total

BOOK 521 PAGE 107

MARYLAND NATIONAL LEASING CORPORATION

SCHEDULE OF EQUIPMENT

Lessee: The Saratoga Equipment Corporation

Attached to Bill of Sale dated _____, 19___
Interim and/or
Equipment Schedule No. S-84-29

Page No. 1 of 1 total pages
Approved by _____
(Lessee to initial each page)

Equipment located at:
Harundale Mall
Street No.
50 Harundale Mall
City County State Zip
Glen Burnie Md. 21061

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Hotsy of Maryland Inv. # D-5011 P. O. # 1434	842	H1106/0284	1 Hotsy High Pressure Hot Water Cleaner Less discount 1 2KW Generator 1 Generator Kit and belts 1 Heavy Duty Battery 1 Nutting Cart Front Wheel Swivel Wheels 2 Hose Reels 40 Ft. Extra Hose, 3 Nozzles Filing fee Freight	
			(Attach All Vendor Invoices) Total	$

BOOK 521 PAGE 107

MARYLAND NATIONAL LEASING CORPORATION

SCHEDULE OF EQUIPMENT

Lessee: The Saratoga Equipment Corporation

Attached to Bill of Sale dated _____, 19__

Interim and/or Equipment Schedule No. S-84-36

Page No. 1 of 1 total pages

Approved by _____

(Lessee to initial each page)

Equipment located at:

Harundale Mall
Street No.

50 Harundale Mall
City

Glen Burnie
County

Md. 21061
State Zip

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Clakre Div. Inv. # 26490 P. O. # 1426	LV 30	2506	1 Litter Vac.	
			See I.E.S. No. S-84-19 for equipment.	
			(Attach All Vendor Invoices) Total	$

BOOK 521 PAGE 109

MARYLAND NATIONAL LEASING CORPORATION

SCHEDULE OF EQUIPMENT

Lessee: The Saratoga Equipment Corporation

Attached to Bill of Sale dated _____, 19__
Interim and/or Equipment Schedule No. S-84-51

Page No. 1 of 1 total pages
Approved by _____
(Lessee to initial each page)

Equipment located at:
Harundale Mall
Street No.
50 Harundale Mall
City | County | State | Zip
Glen Burnie | Md. | 21065

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Motorola Inv. # M0801722 P. O. # 1490	H33LCU3124AN NLN7646A NLN7694A		2 5 Watt VHF Radio with options 2 Rapid chargers 2 Rapid Batteries Freight	
			(Attach All Vendor Invoices) Total	$

BOOK 521 PAGE 109

MARYLAND NATIONAL LEASING CORPORATION

SCHEDULE OF EQUIPMENT

Lessee: The Saratoga Equipment Corporation

Page No. 1 of 1 total pages

Approved by _____ (Lessee to initial each page)

Attached to Bill of Sale dated June 18, 19 84

Interim and/or Equipment Schedule No. S-84-66

Equipment located at: Harundale Mall

Street No. 50 Harundale Mall

City Glen Burnie County _____ State Md. Zip 21061

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Clarke Div. Inv. # 12604 P. O. # 1426	LV30	002842	1 Litter Vac see Schedule S84-19) Freight	
			(Attach All Vendor Invoices)	Total

BOOK 521 PAGE 140

MARYLAND NATIONAL LEASING CORPORATION

SCHEDULE OF EQUIPMENT

Lessee: THE SARATOGA EQUIPMENT CORPORATION

Page No. 1 of 1 total pages

Approved by _____
(Lessee to initial each page)

Attached to Bill of Sale dated _____, 19__

Interim and/or Equipment Schedule No. C-86-48

Equipment located at:
Harundale Mall - 50 Harundale Mall
Street No.
Glen Burnie — Anne Arundel — MD — 21061
City — County — State — Zip

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Siems Rental & Sales Co. 3925 Washington Blvd. Baltimore, MD 21227 Invoice No.: 57129 P.O. No.: 1942	PLC36PDC	1485-99005	1 - Genie Personnel Lift Freight	

(Attach All Vendor Invoices) Total 1

BOOK 521 PAGE 111

MARYLAND NATIONAL LEASING CORPORATION

SCHEDULE OF EQUIPMENT

Lessee: THE SARATOGA EQUIPMENT CORPORATION

Attached to Bill of Sale dated _____, 19__

Interim and/or Equipment Schedule No. C-86- 146

Page No. 1 of 1 total pages

Approved by _____ MH

(Lessee to initial each page)

Equipment located at:

Harundale Mall Inc.

Street No.

Glen Burnie, Anne Arundel MD 21061

City County State Zip

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Motorola, Inc.		605ALL0229 605ALL0230 605ALL0231 605ALL0232	4-Expo Radios 20 Watt	
Invoice #466743				
P.O. # 1994			4-Delete TX	
			4-Delete RX	
			4-Med. Duty Batteries	
			4-Cases w/belt	
			2-Nicad Spare Batteries	
			1-6 Unit Desktop Charger	
			1-120 Vac Cable	
			DELIVERY	
			(Attach All Vendor Invoices) Total	

BOOK 521 PAGE 142

MARYLAND NATIONAL LEASING CORPORATION

SCHEDULE OF EQUIPMENT

Lessee: THE SARATOGA EQUIPMENT CORPORATION

Page No. 1 of 1 total pages

Approved by _____
(Lessee to initial each page)

Attached to Bill of Sale dated _____, 19__

Interim and/or Equipment Schedule No. C-86- 170

Equipment located at: Harundale Mall, 50 Harundale Mall
Street No.

Glen Burnie, Anne Arundel MD 21061
City County State Zip

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Advance Machine Co. Invoice # 72666 P.O. # 1988		105295	1 - Whirlamatic 2000	
			(Attach All Vendor Invoices) Total	$

BOOK 521 PAGE 113

MARYLAND NATIONAL LEASING CORPORATION

SCHEDULE OF EQUIPMENT

Lessee: The Saratoga Equipment Corporation

Attached to Bill of Sale dated _____, 19__
Interim and/or
Equipment Schedule No. P-85-49

Page No. 1 of 1 total pages
Approved by _____ NM
(Lessee to initial each page)

Equipment located at:
Harundale Mall
Street No.
50 Harundale Mall
City
County
State Zip
Glen Burnie Anne Arundel Md. 21061

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Executone/Atlantic Inv. # 157824 P. O. # 1661			Executone Encore 616 Telephone System including: 1 KEY SERVICE UNIT 1 POWER SUPPLY 1 TONE GENERATOR 1 CENTRAL PROCESSOR UNIT 1 TII428 SURGE PROTECTOR 1 4-PORT CENTRAL OFFICE LINE CARD 2 4-PORT STATION CARDS 1 DIRECT STATION SELECTOR 8 STANDARD 616 ELECTRONIC TELEPHONES 1 CUSTOMER OWNED ANSWERING MACHINE INSTALLED	

(Attach All Vendor Invoices) Total $

BOOK 521 PAGE 114

271133

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

BOOK 521 PAGE 115

FINANCING STATEMENT

DATE: December 14, 1987

(XXX) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of $_____

NAME OF DEBTOR (S): Solve, Inc.

ADDRESS: 419 Chester 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:

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

RECORD FEE 11.00
POSTAGE .50
M206580 C777 R01 T11:42
12/21/87

DEBTOR(S):

Solve, Inc.
(Company Name)

BY: Norman D. Masterson
Norman D. Masterson, President

BY: _____

BY: _____

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

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: _____
(Authorized Signature)

Paul R. O'Connell, Vice President
(Type Name and Title)

571134

BOOK 521 PAGE 116

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)

WALTER C. SWEENEY
#4 SOUTH BETTY
LAUREL, MD. 20708

EDNA R. SWEENEY

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

PROFESSIONAL MOBILE HOME BROKERS
10401 LANHAM-SEVERN RD
LANHAM, MD. 20706

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

RECORD FEE 12.00
POSTAGE .50
#20590 C777 001 T11:42

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

1982 CMHRKNC12821
48 X 14 CAROLINA Rooms

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.

☒ Products of the Collateral are also covered

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

Crescent Financial, Inc. 12/21/87
1623 Forest Drive Suite 201 JA
Annapolis, MD 21401

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

8 Describe Real Estate Here

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

9 Name of a Record Owner

No. & Street Town or City County Section Block Lot

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)

WALTER C. SWEENEY Walter C Sweeney SR
By EDNA R. SWEENEY Edna R Sweeney
Signature(s) of Debtor(s)

By Crescent Financial, Inc. Linda Taggart
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

271135

BOOK 521 PAGE 117

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

Correll, Robert W.
Correll, ANdrea J.
15 Spa Creek Landing #3B

☐ The Debtor is a Transmitting Utility

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

Durham Trust Company
828 Central Ave.
Dover, NH 03820

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

RECORD FEE 12.00
POSTAGE .50
#206600 C777 R01 T11:43
12/21/87
SA

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

36' Allied Princess #40
Hull #ABC PRC 40-9-73
Westerbeke 25HP Dissel Model 4-91
#WFH1052599R311

☐ Products of the Collateral are also covered.

5. Name of a Record Owner:

6. (a) ☐ The described crops are growing or are to be grown on *
(b) ☐ The described goods are or are to be fixtures on *
(c) ☐ The timber to be cut or minerals or the like (including oil and gas) is on *
* Describe Real Estate in Box 7.

7. Describe Real Estate Here:

8. ☐ This Statement is to be indexed in the Real Estate Records

9. This Statement is filed without the debtor's signature to perfect a security interest in collateral (see instruction No. 9):

10. Filed with: Registry of Deeds Annapolis MD

11. No. of Additional Sheets Presented:

Robert W. & Andrea J. Correll

By Robert W. Correll Andrea J. Correll
Signature(s) of Debtor(s) or Assignor(s)

Durham Trust Company

By
Signature(s) of Secured Party(ies) or Assignee(s)

12/21

FILING OFFICER COPY—ALPHABETICAL

MARTELL CO., W. Swanzey, NH 03469 Form 185-1 N.H. & ME.

BOOK 521 PAGE 118

MARYLAND FINANCING STATEMENT

271136 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: 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, MD 21234
(Address)

3. ASSIGNEE (if any) of SECURED PARTY: Harbor Federal Savings & Loan Assn.
(Name or Names)
3200 Eastern Avenue, Baltimore, MD 21224
(Address)

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

One - Atlas Copco Model XAS 60DD Compressor, S/N 957955

One - Atlas Copco Model XAS 175DD Portable Compressor, S/N 921395

RECORD FEE 11.00
POSTAGE .50
#206620 C777 R01 T11:44
12/21/87
JA

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

11.5

6. Proceeds of Collateral are covered hereunder: Yes ☒ No ☐
Products of Collatteral are also covered: Yes ☐ No ☒

DEBTOR(S):
Jim's Air Tools & Equipment of Baltimore, Inc.
By: James W. Goode President
James W. Goode, 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

BOOK 521 PAGE 119

Anne Arundel County
A/C# C-02-04967-4

STATE OF MARYLAND

271137

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. $ 70,000.00

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

Recordation Tax paid to Anne Arundel County in the amount of $490.00.

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

1. DEBTOR

Name John W. Ritter Trucking, Inc.

Address P.O. Box 244 Millersville, MD 21108

2. SECURED PARTY

Name 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 490.00
POSTAGE .50
#0066A0 C777 R01 T11:45
12/21/87

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

John W. Ritter Trucking, Inc.

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

(Signature of Secured Party)

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

490

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

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

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 11th day of December, 1987 by and between John M. Ritter Trucking, Inc., having its principal place of business at P.O. Box 244 Millersville, MD 21108

"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 essense 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, and 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, indebtness, charges, and expenses heretofore or hereafter chargable 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 the Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items; that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1 1/5 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 the liens and encumbrances of every kind, nature and description (except any held by Mortgagee) and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortaged 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 the 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 the 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 the 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 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 the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless, from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq. 530 Fifth Avenue, New York, New York and C-A Credit Corp, New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect of 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 it's 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-off's 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 of checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City banks' prime money rate in effect on the date of the Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 1% 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 said 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 fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option, 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 the 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, alternatively 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 the 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 benfit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interest granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective, however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only, without invalidating or effecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST:

John W. Ritter Trucking, Inc. (Seal)
Mortgagor

Secretary

By _____ (Title)

. . . . .

STATE OF Maryland
COUNTY OF Anne Arundel SS

Edmond Ritter being duly sworn, deposes and says

1. He is the President 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 right and lawful authority to mortgage the same.

3. Mortgagor is solvent and justly indebted to Credit Alliance Corporation (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof and there are no claims, offsets or defenses against the same.

4. There are no judgements against Mortgagor and no attachment or execution or other process 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 so to act.

John W. Ritter Trucking, Inc.

Sworn to before me this _____

day of _____ 19 _____

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 in and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)

and known as and to be a member of the partnership of _____

and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership named 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 _____

John W. Ritter Trucking, Inc.

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation named in the within foregoing and annexed instrument of writing and being authorized so to do executed said foregoing instrument that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____

_____

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free true and lawful act and deed and the free true, lawful and corporate act and deed of said corporation in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written.

_____ NOTARY PUBLIC

(NOTOTORIAL SEAL)

BOOK 521 PAGE 122

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated December 11, 19 87 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	International Harvester Cabover Tractor	1984	4370	AC143264MD
Three (3)	Fruehauf Dry Freight Van Trailers	1971	FBX-F2-44' 6"	CHN127735 CHN127702 CHN127740
Thirty One (31)	Fruehauf Dry Freight Van Trailers	1972	FBX-F2-44' 6"	CHP132314 CHP128933 CHP132305 CHP129018 CHP132311 CHP132324 CHP132342 CHP128945 CHP128924 CHP128937 CHP128980 CHP128905 CHP129020 CHP128911 CHP128942 CHP128904 CHP129009 CHP129050 CHP128992 CHP128955 CHP128971 CHP128930 CHP128997 CHP128941 CHP129041 CHP129023 CHP128910 CHP128935 CHP129011 CHP128919 CHP129014
One (1)	International Harvester 20' Step Van	1984	F1954	1HTLDUXN7EHA60785
Three (3)	International Harvester Tractors	1984	F2275	1HSZJJSR5EHA60946 1HSZJJSR2EHA61004 1HSZJJSR7EHA60964

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:

John W. Ritter Trucking, Inc.

By: _____

271138

BOOK 521 PAGE 123

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)

Michael F. Krause
Bell's Trailer Park
1650 Shannon O Drive
Severn, Md. 21144

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

Eastern Homes Inc.
8291 Washington Blvd
Jessup, Md 20794

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

RECORD FEE 11.00
POSTAGE .50
#271138 DATE 12/21/87 TIME 11:45
12/21/87 SA

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

1985 21mmen 72x14 Ser.# 4695

Not subject to Recordation Tax

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

Society for Savings
1290 S. Main Street
Wethersfield CT
06109

☐ Proceeds ☐ Products of the Collateral are also covered

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

8 Describe Real Estate Here

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

9 Name of a Record Owner

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)

11.50

By X Michael F. Krause
Signature(s) of Debtor(s)

By Society for Savings
Deborah J. Dondzila
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked.)

(3-83) (1) FILING OFFICER COPY - NUMERICAL
STANDARD FORM - FORM UCC-1 - Approved by Department of State of the Commonwealth of Pa

271139

BOOK 521 PAGE 124

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)

CARMAN R. COLADONATO
P.O. BOX 3, RT. 3
CATAWISSA, PA. 17820

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

MT. VERNON REALTY, INC.
5484 SOUTHERN MARYLAND BLVD.
LOTHIAN, MD. 20711

4 For Filing Officer Date Time No. Filing Office

RECORD FEE 11.00
POSTAGE .50
12/21/87

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

1974 3
65 X 12 ZIMMER Rooms
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.

☒ Products of the Collateral are also covered

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

Crescent Financial, Inc. 12/21/87
1623 Forest Drive Suite 201
Annapolis, MD 21401

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

8 Describe Real Estate Here

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

9 Name of a Record Owner

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

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)

30 cc
E

CARMAN R. COLADONATO
By Carman R Coladonato
Signature(s) of Debtor(s)

Crescent Financial, Inc.
By Linda Taggart
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

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 521 PAGE 125 Identifying File No. 271140

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 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) Schmidt NH-540-WS Display Case, S/N 2055.
One (1) Pinnacle TTSC8 Produce Case, S/N 72662 Extended Compressor Warranty.
One (1) Evans OSR12 Meat Case,S/N 8712734.
One (1) U/N DMH-300 Cond. Unit, S/N 532259 Extended Comp. Warranty.

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#206670 CTT7 MAI T11:47
12/21/87
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)

NOT SUBJECT TO RECORDATION TAX.
EQUIPMENT IS LEASED. FILED FOR INFORMATION ONLY.

[redacted]

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Amy K. Cox, Pres.
(Signature of Debtor)

Amy K. Cox, Pres
Type or Print Above Name on Above Line

11.50

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

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

#6048 Anne Arundel County

BOOK 521 PAGE 126

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

3 MATURITY DATE (If Any) 08JUN92

FOR FILING OFFICER (Date, Time and Filing Office)

1 DEBTOR(S) (Last Name First) and ADDRESS(ES)

ANNAPOLIS 4-A RENTAL
1919 LINCOLN DR
ANNAPOLIS MD 21401
DPFR3602S BT

2 SECURED PARTY(IES) and ADDRESS(ES)

JOHN DEERE COMPANY
P. O. BOX 65090
WEST DES MOINES IA 50265
FORMERLY: JOHN DEERE COMPANY
COLUMBUS, OH

4 This statement refers to original Financing Statement bearing File No 267908
BK 513 PG 82
Filed with Anne Arundel MD Date Filed 08JUN87

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** - Secure Party releases the collateral described in Item 10 from the financing statement bearing file number shown above

RECORD FEE 10.00
POSTAGE .50
#[redacted] C777 R01 T11:48
12/21/87

10

TO Anne Arundel Co Clerk
Annapolis, MD 21401

Number of Additional Sheets Presented

02DEC87

DEERE CREDIT SERVICES INC.

By
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable)

By
Signature(s) of Secured Party(ies) MANAGER CREDIT SERVICES
Manager, Processing
John Deere Company

FILING OFFICER COPY — ALPHABETICAL [redacted] FORM UCC-3

BOOK 521 PAGE 127

CT1111

Not to be recorded in
Land Records

Subject to Recordation Tax:
Principal Amount is $396,275.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: November 30 , 1987

FINANCING STATEMENT

1. Debtor: Address:

MARINE DEVELOPMENT AND LEASING COMPANY
Suite 400
1101 Vermont Avenue, N.W.
Washington, D.C. 20005

2. Secured Party: Address:

HOME FEDERAL SAVINGS BANK
P.O. Box 1179
Hagerstown, Maryland 21741

3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

RECORD FEE 13.00
POSTAGE .50

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

#118870 C055 R02 T13:23

After recording, mail to:

William M. Simmons
P.O. Box 2266
Annapolis, MD 21404
(File No. 5220)

12/21/87
JA

13.00
13/80

(d) all contract rights of and from the herein described property or any part thereof.

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to RICHARD W. PHOEBUS and THOMAS B. FRAME, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to Home Federal Savings Bank, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.

5. Proceeds of collateral are covered hereunder.

6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

MARINE DEVELOPMENT AND LEASING COMPANY

By _____
Paul Thomas Wilhelm, President

SECURED PARTY:

HOME FEDERAL SAVINGS BANK

By _____
THOMAS B FRAME Vice President

MDFS327.161 R1

SCHEDULE "A"
LEGAL DESCRIPTION

BEING KNOWN AND DESIGNATED as Storage Unit Nos. 36, 37, 38, 39, 63, 64, 65, 66, 67, 68, 69, 94, 95, 96, 98, 99, 101, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116 and 117, together with the limited common element boat slip Nos. 36, 37, 38, 39, 63, 64, 65, 66, 67, 68, 69, 94, 95, 96, 98, 99, 101, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116 and 117, which boat slips are appurtenant to Storage Unit Nos. 36, 37, 38, 39, 63, 64, 65, 66, 67, 68, 69, 94, 95, 96, 98, 99, 101, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116 and 117, as shown on the Plat entitled Whitehall Marina, a Condominium, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book E 22, page 5, Plat Number E-1055, et seq., together with the right to use the General and Limited Common Elements as set out in the Declaration and together with an undivided interest in the common elements, common profits, common expenses, equal to the percentage interest set out in the Declaration but subject to the terms and conditions of the Declaration, which Declaration is dated January 24, 1982, and is recorded among the Land Records of Anne Arundel County in Liber 3539, folio 107 et seq., and the Assignment of Declarant's Rights recorded among the aforesaid Land Records in Liber 3868, folio 6.

BOOK 521 PAGE 130

Not to be recorded in
Land Records

Subject to Recordation Tax:
Principal Amount is $551,200.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: November 30 , 1987

FINANCING STATEMENT

1. Debtor:

MARINE DEVELOPMENT AND
LEASING COMPANY

Address:

Suite 400
1101 Vermont Avenue, N.W.
Washington, D.C. 20005

2. Secured Party:

HOME FEDERAL SAVINGS BANK

Address:

P.O. Box 1179
Hagerstown, Maryland 21741

3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

RECORD FEE 13.00
POSTAGE .50

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

#113910 D055 R02 I13:28
12/21/87
JA

1300
/
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After recording, mail to:

William M. Simmons
P.O. Box 2266
Annapolis, MD 21404
(File No. 5220.01)

(d) all contract rights of and from the herein described property or any part thereof.

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to RICHARD W. PHOEBUS and THOMAS B. FRAME, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to Home Federal Savings Bank, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.

5. Proceeds of collateral are covered hereunder.

6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

MARINE DEVELOPMENT AND LEASING COMPANY

By _____
Paul Thomas Wilhelm, President

SECURED PARTY:

HOME FEDERAL SAVINGS BANK

By _____
Vice President

MDFS327A.161 P1

SCHEDULE "A"
LEGAL DESCRIPTION

BEING KNOWN AND DESIGNATED as Storage Unit Nos. 9, 10, 11, 12, 13, 14, 20, 21, 22, 23, 25, 33, 34, 35, 53, 55, 57, 82, 83, 84, 90, 91, 102, 118, and 121, together with the limited common element boat slip Nos. 9, 10, 11, 12, 13, 14, 20, 21, 22, 23, 25, 33, 34, 35, 53, 55, 57, 82, 83, 84, 90, 91, 102, 118, and 121, which boat slips are appurtenant to Storage Unit Nos. 9, 10, 11, 12, 13, 14, 20, 21, 22, 23, 25, 33, 34, 35, 53, 55, 57, 82, 83, 84, 90, 91, 102, 118, and 121, as shown on the Plat entitled Whitehall Marina, a Condominium, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book E-22, page 5, Plat Number E-1055, et seq. and Plat Book E-36, pages 37 and 38 at Plat Numbers E-1787 and E-1788, together with the right to use the General and Limited Common Elements as set out in the Declaration and together with an undivided interest in the common elements, common profits, common expenses, equal to the percentage interest set out in the Declaration but subject to the terms and conditions of the Declaration, which Declaration is dated January 24, 1982, and is recorded among the Land Records of Anne Arundel County in Liber 3539, folio 107 et seq., as amended in Amendment to Declaration recorded among the Land Records of Anne Arundel County, Maryland immediately prior hereto, and the Assignment of Declarant's Rights recorded among the aforesaid Land Records in Liber 3868, folio 6.

BOOK 521 PAGE 133

2211.13

Not to be recorded in
Land Records

Subject to Recordation Tax:
Principal Amount is $137,800.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: November 30 , 1987

FINANCING STATEMENT

1. Debtor:

MARINE DEVELOPMENT AND
LEASING COMPANY

Address:

Suite 400
1101 Vermont Avenue, N.W.
Washington, D.C. 20005

2. Secured Party:

HOME FEDERAL SAVINGS BANK

Address:

P.O. Box 1179
Hagerstown, Maryland 21741

3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

RECORD FEE 13.00
POSTAGE .50
#11990 C055 R02 T13:29
12/21/87
JA

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

After recording, mail to:

William M. Simmons
P.O. Box 2266
Annapolis, MD 21404
(File No. 5220.01)

(d) all contract rights of and from the herein described property or any part thereof.

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to RICHARD W. PHOEBUS and THOMAS B. FRAME, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to Home Federal Savings Bank, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.

5. Proceeds of collateral are covered hereunder.

6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

MARINE DEVELOPMENT AND LEASING COMPANY

By _____
Paul Thomas Wilhelm, President

SECURED PARTY:

HOME FEDERAL SAVINGS BANK

By _____
Thomas B. Frame Vice President

MDFS327B.161 P1

SCHEDULE "A"
LEGAL DESCRIPTION

BEING KNOWN AND DESIGNATED as Storage Unit Nos. 9, 10, 11, 12, 13, 14, 20, 21, 22, 23, 25, 33, 34, 35, 53, 55, 57, 82, 83, 84, 90, 91, 102, 118, and 121, together with the limited common element boat slip Nos. 9, 10, 11, 12, 13, 14, 20, 21, 22, 23, 25, 33, 34, 35, 53, 55, 57, 82, 83, 84, 90, 91, 102, 118, and 121, which boat slips are appurtenant to Storage Unit Nos. 9, 10, 11, 12, 13, 14, 20, 21, 22, 23, 25, 33, 34, 35, 53, 55, 57, 82, 83, 84, 90, 91, 102, 118, and 121, as shown on the Plat entitled Whitehall Marina, a Condominium, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book E-22, page 5, Plat Number E-1055, et seq. and Plat Book E-36, pages 37 and 38 at Plat Numbers E-1787 and E-1788, together with the right to use the General and Limited Common Elements as set out in the Declaration and together with an undivided interest in the common elements, common profits, common expenses, equal to the percentage interest set out in the Declaration but subject to the terms and conditions of the Declaration, which Declaration is dated January 24, 1982, and is recorded among the Land Records of Anne Arundel County in Liber 3539, folio 107 et seq., as amended in Amendment to Declaration recorded among the Land Records of Anne Arundel County, Maryland immediately prior hereto, and the Assignment of Declarant's Rights recorded among the aforesaid Land Records in Liber 3868, folio 6.

SECURITY AGREEMENT AND FINANCING STATEMENT

(Uniform Commercial Code - Secured Transaction)

BOOK 521 PAGE 136

Date: December 15, 1987

Debtor:	Address:
MONTGOMERY INVESTMENT GROUP XIII LIMITED PARTNERSHIP	6290 Montrose Road Rockville, Maryland
Secured Party:	
MONTGOMERY MORTGAGE, INC.	6290 Montrose Road Rockville, Maryland

THE UNDERLYING SECURED TRANSACTION BEING PUBLICIZED BY THIS SECURITY AGREEMENT AND FINANCING STATEMENT IS NOT SUBJECT TO THE RECORDATION TAX IMPOSED BY TITLE 12, TAX-PROPERTY VOLUME, OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED.

1. Debtor hereby grants to Secured Party a security interest in all of the property hereinafter described in Paragraph 3 in accordance with the Uniform Commercial Code of the State of Maryland as additional security for the repayment of the indebtedness evidenced by a Note of even date herewith in the amount of Three Hundred Fifteen Thousand Dollars ($315,000.00) from Debtor, as Maker, payable to Secured Party. The repayment of the indebtedness evidenced by the said Note is secured by a Deed of Trust of even date herewith made by Debtor, as Grantor, to William E. Thompson and Mary C. Swain, Trustees, conveying certain land and premises located in the State of Maryland, and hereinafter described in Paragraph 6 hereof.

2. The said Note and Deed of Trust are hereby incorporated by reference and made a part hereof. Debtor agrees that in the event of any default in said Note or Deed of Trust or any other instrument evidencing, governing or securing the aforesaid indebtedness, such default shall constitute a default in this Security Agreement entitling Secured Party to exercise any and all rights and remedies herein provided, or provided under the Uniform Commercial Code of the State of Maryland, or any other applicable law, in addition to any other rights and remedies provided in said Note and Deed of Trust. All said rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party shall determine in its sole and absolute discretion. Debtor warrants the property subject to this Security Agreement and Financing Statement is fully paid for and is free from prior liens.

3. This Security Agreement and Financing Statement covers:

RECORD FEE 14.00
POSTAGE .50
#015770 C345 R03 T14:12
12/21/87
JA

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 6 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, air cooling and air conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, all tap fees and deposits with utility companies, and all permits and the like, relating to or utilized in connection with the Premises or any improvements or appurtenant facilities erected or to be erected upon or about the Premises; and

(c) All earnings, revenues, rents, issues, profits, avails and other income of and from the Premises and the collateral; and

(d) All awards or payments in lieu thereof, including interest thereon, and the right to receive same as a result of any taking or condemnation pursuant to any governmental or other power of eminent domain or changes of grade, alignment, access rights or other street alterations, or other sources of funds available due to any injury to the Premises or the state or value thereof.

4. This Security Agreement and Financing Statement does not cover any trade fixtures or other personal property owned by bona fide tenants of all or any portion of the

BOOK 3621 PAGE 131

Premises if such tenants have the right to remove the same at or before the expiration of the terms of their leases.

5. Proceeds are covered by this Security Agreement and Financing Statement.

6. Certain of the property hereinabove described is or will be affixed to the real estate described on Exhibit "A" attached hereto and incorporated herein by reference.

ATTEST:

DEBTOR:

MONTGOMERY INVESTMENTS
GROUP XIII LIMITED PARTNERSHIP
BY: Montgomery Financial
Corp., General Partner

By: _____
Richard R. Cotton,
President

BOOK 521 PAGE 135

ATTEST:

SECURED PARTY:

MONTGOMERY MORTGAGE, INC.

BY: _____
Richard R. Cotton,
President

_____ Land
_____ Chattel
_____ SDAT

December 15, 1987

BOOK 521 PAGE 139

ASSIGNMENT OF FINANCING STATEMENT

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 assignors	No.	Street	City	State
Montgomery Investment Group XIII Limited Partnership	6290	Montrose Road,	Rockville,	MD 20852

Name of Secured Party or assignee	No.	Street	City	State
Montgomery Mortgage, Inc.	6290	Montrose Road,	Rockville,	MD 20852

This assigns the Financing Statement recorded immediately prior hereto to:

First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE 10.00
POSTAGE .50
#015780 C345 R03 I14:12
12/21/87

Assignor(s)

MONTGOMERY MORTGAGE, INC.

By: _____
Richard R. Cotton, President

Assignee:

FIRST AMERICAN BANK OF MARYLAND

By: _____
Loren C. Geisler, Vice President

RETURN TO:

Ward & Klein
806 W. Diamond Avenue
4th Floor
Gaithersburg, Maryland 20878
Attn: Sandra W. McShea, Esq.

GPXIIIFS.FAB/ns

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TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor:
Robert A. Queen
and
Jane A. Queen

Address:
4224 Ijamsville Road
Ijamsville, Maryland 21754

2. Secured Party:
SECOND NATIONAL FEDERAL
SAVINGS BANK

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

RECORD FEE 14.00
POSTAGE .50
#015950 0345 R03 T15:13
12/21/87

3. This Financing Statement covers:

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

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

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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 use of or business conducted on the property.

4. The aforesaid items covered by this Financing Statement are included as security in the Deed of Trust and Deed of Trust Promissory Note in the amount of $54,400.00 executed even date herewith between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the **Anne Arundel County, Maryland.**

5. Proceeds of the collateral are also covered hereunder.

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

Debtor:

_____ (SEAL)
Robert A. Queen

_____ (SEAL)
Jane A. Queen

Dated: December 16, 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

S40748ms.fin

EXHIBIT "A"

BEING known and designated as Lot No 42B, as shown on the revised plat of **"BRIGHTLEAF, SECTION ONE"**, which Plat is recorded among the Land Records of Anne Arundel County, Maryland, in plat Book 63, Folio 28 and also shown on a plat recorded in Liber 3017, folio 578.

UNIFORM COMMERCIAL CODE

BOOK 521 PAGE 143

Washington Law Reporter Form 1000
1425 K St., N.W., Washington, D.C. 20005

A-12216

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
B & B Sales, Ltd.	2410	Crofton Boulevard	Crofton,	Maryland 21114

Name of Secured Party or assignee	No.	Street	City	State
Billings & Birckhead, Inc.	2410	Crofton Boulevard	Crofton,	Maryland 21114

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

a) One (1) CADO Tiger 64 Computer.
b) One (1) JOB MASTER accounting and estimating software.
c) One (1) CADO Imulation Software ("CPS").
d) All equipment, furniture, machinery, computer and leasehold improvements.
e) All Accounts Receivable.

RECORD FEE 11.00
POSTAGE .50
#206880 C777 R01 T13:17
12/21/87
JA

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

RETURN TO:
John S. Parker, Esquire
JOSEPH, GREENWALD & LAAKE, P.A.
1345 University Boulevard, East
Hyattsville, MD 20783

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. [X] Proceeds of collateral are also covered: [X] 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 N/A

Debtor(s) or assignor(s)

B & B Sales, Ltd.

By: Robert M. Billings, President

(Type or print name under signature)

Billings & Birckhead, Inc. (Seal)
(Corporate, Trade or Firm Name)

By: Michael B. Birckhead
Signature of *Secured Party* or Assignee

Michael B. Birckhead, Vice President
(Owner, Partner or Officer and Title)

(Signatures must be in ink)

11.50

BOOK 521 PAGE 144

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. 255021 Dated _____

Record Reference Book 481, page 39

2. DEBTOR is:

Name: ANNE ARUNDEL COUNTY, MARYLAND

Address: Arundel Center, Calvert & Northwest Sts., Annapolis, MD 21401

3. SECURED PARTY is:

Name: THE ANNAPOLIS BANKING AND TRUST COMPANY

Address: P. O. Box 311, Annapolis, MD 21404

RECORD FEE 10.00
POSTAGE .50
#015600 C345 R03 T13:41
12/21/87

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: Townshend & Kirk, P.A., 700 Melvin Ave., Annapolis, MD 21401

SECURED PARTY:

THE ANNAPOLIS BANKING AND TRUST COMPANY

Date: December 8, 1987

By: John M. Suit, II, Executive Vice President

10-
4

BOOK 521 PAGE 145

BOO

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. _____ Dated _____

Record Reference Book 481, page 34

RECORD FEE 10.00
POSTAGE .50
#015590 C345 R03 T13:40
12/21/87

2. DEBTOR is:

Name: Housley Limited Partnership

Address: 49 South River Clubhouse Road, Harwood, MD 20776

3. SECURED PARTY is:

Name: Anne Arundel County, Maryland

Address: Arundel Center, Calvert & Northwest Sts., Annapolis, MD 21401

4. Assignee: The Annapolis Banking & Trust Co., P. O. Box 311, Annapolis, MD 21404

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: Townshend & Kirk, P.A.

700 Melvin Ave., Annapolis, MD 21401

ASSIGNEE OF
SECURED PARTY:

THE ANNAPOLIS BANKING AND TRUST COMPANY

Date: December 8, 1987

By: John M. Suit, II, Executive Vice President

10

BOOK 521 PAGE 146

To Be Recorded In The Land Records And In The Chattel Records Of Anne Arundel County And In The Financing Statement Records Of The State Department Of Assessments And Taxation.

Subject To Recording Tax On Principal Amount Of $190,000.00 Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel County Upon The Filing Of A Deed Of Trust.

RECORD FEE 21.00
POSTAGE .50
#11520 DEPT.ROE 11:13
12/22/87

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. **DEBTOR:** **BUNDY-BUILT HOMES, INC.**
736 Eddy Road
Crownsville, Maryland 21032
Attention:William J. Bundy

2. **SECURED PARTY:** **BALTIMORE FEDERAL FINANCIAL, F.S.A.**
300 East Lombard Street
Baltimore, Maryland 21202

Attention: Commercial Lending Division

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:

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

THE SENTINEL TITLE CORPORATION
825-D HAMMONDS FERRY ROAD
LINTHICUM, HEIGHTS, MD. 21090
301 - 636-1900

b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.

d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.

e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.

f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.

g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.

h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.

i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto and consisting of one (1) page, being the same property described in a Purchase Money Deed of Trust of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property.

5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

BUNDY-BUILT HOMES, INC.,
A Maryland Corporation

By: _____ (SEAL)
Name: _____
Title: _____

Date: December 2, 1987

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

Patrick Ash, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (DRN) 6922

EXHIBIT "A" BOOK 521 PAGE 150

"BEING KNOWN AND DESIGNATED as Lots Nos. 12, 13, 14, 25, 26, and 27 in Block 64-A as shown and designated on the Plat of Herald Harbor entitled " Herald Harbor on the Severn, Amended Map, Section C", prepared by Edward A. Diggs, Civil Engineer, in November 1924 and recorded among the Land Records of Anne ARundel County in Plat Book 4, folio 17, also being a part of Lot A as shown on a plat entitled, "Resubdivision of Lots 12-18, inc., and Lots 21-27, inc., Block 64-A, Herald Harbor", which plat is recorded among the aforesaid Land Records in Liber 2837, folio 215 "

2711.18

BOOK 521 PAGE 151

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)

P & K Cleaners Co., Inc.
7628 Baltimore Annapolis Blvd.
Glen Burnie, MD 21061

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

Medallion Funding Corp.
205 East 42nd Street, Rm. 2020
New York, New York 10017

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

RECORD FEE 11.00

POSTAGE .50

DUPLICATE 11:11

12/22/87

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

All of Debtor's equipment whether now owned or hereafter arising of every kind and nature including, without limitation, a Multimatic V500CS Valore 50 pound Dry Cleaning Machine, and a Unimac UW30 Washer Extractor (30 pd.). The claim of the secured party to proceeds hereunder shall not be deemed a consent to the sale or other disposition of any of the collateral.

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:

Anne Arundel County

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

P & K Cleaners Co., Inc.

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

Medallion Funding Corp.

By: Michael Fourgos V.P.
Signature(s) of Secured Party(ies) Title

(1) Filing Officer Copy-Alphabetical (For Use In Most States)

STANDARD FORM - FORM UCC-1.

STATE OF MARYLAND

FINANCING STATEMENT

FORM UCC-1 BOOK 521 PAGE 152 Identifying File No. 271119

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

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

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

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

1. ~~DEBTOR~~ Lessee:

   Name Walt Egers Service Center, Inc.

   Address 7148 Ridge Rd., Hanover, Maryland 21076

2. SECURED PARTY Lessor:

   Name Century Equipment Leasing Corporation

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

   _____

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

3. Maturity date of obligation (if any) _____

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

(1) Ben Pearson Lift #LM07

S/N. 43534

Name and address of Assignee
Bank Hapoalim B.M.
3 Penn Center
Philadelphia, PA 19102

"TOTAL RECEIVABLE $4,056.00."

RECORD FEE 11.00
RECORD TAX 31.50
#207990 C777 R01 T14:14
12/22/87

CHECK ☒ THE LINES WHICH APPLY

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

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

XX ☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

X Walter Eger
(Signature of Debtor)

Walter Eger -- President
Walt Egers Service Center, Inc.
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

~~Asst~~. Secy.
(Signature of Secured Party)

Century Equipment Leasing Corporation
Type or Print Above Signature on Above Line

31.50 00

(DISC; SBWILLIAMS)
15078-554

BOOK 521 PAGE 153

ANNE ARUNDEL COUNTY, MARYLAND

STATEMENT OF SUBORDINATION

{SOME OF THE COLLATERAL DESCRIBED }
{IN THE FINANCING STATEMENT DESCRIBED}
{BELOW ARE OR ARE TO BECOME FIXTURES }

RECORD FEE 10.00
POSTAGE .50
#20R250 CTT7 R01 T15:20
12/22/87
JH

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

File Number of original Financing Statement 267546

Date of Filing May 11, 1987 Record Reference: Book 512, Page 113

Financing Records of Anne Arundel County, Maryland.

NAME OF DEBTOR:

FRED G. WILLIAMS

ADDRESS:

c/o Coakley & Williams, Inc.
7500 Greenway Center Drive
Suite 1600
Greenbelt, Maryland 20770

NAME OF SECURED PARTY:

SOVRAN BANK/MARYLAND

ADDRESS:

6610 Rockledge Drive
Bethesda, Maryland 20817

IN CONSIDERATION of the sum of Ten and * * * NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Secured Party hereby subordinates its lien and security interest in all of the collateral described in the aforesaid financing statement, to the lien and security interest of Sovran Bank/Maryland in the same such collateral described in that certain financing statement recorded prior hereto, among the Financing Records maintained by Anne Arundel County, Maryland.

EXECUTED ON 12/1, 1987.

DEBTOR:

Fred G. Williams

SECURED PARTY:

SOVRAN BANK/MARYLAND

By: Stephen M. Earle
Assistant Vice President

After Recording,
please return to:
C. Lawrence Wiser
10605 Concord St., Suite 400
Kensington, Maryland 20895

16 .50

871151

TO BE RECORDED AMONG THE FINANCING (CHATTEL) RECORDS -
ANNE ARUNDEL COUNTY, MARYLAND

BOOK 521 PAGE 154

Not to be recorded in the Land Records

Not subject to Recordation tax
Principal amount of debt secured is:

$1,200,000.00

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. Said Deed of Trust is the security agreement for this financing statement and secures the same loan.

FINANCING STATEMENT

1. Debtor:

FRED G. WILLIAMS

Address:

7500 Greenway Center Drive
Suite 1600
Greenbelt, Maryland 20770

RECORD FEE 37.00
POSTAGE .50
#208260 CTIT ROI T15:22
12/22/97

2. Secured Party:

SOVRAN BANK/MARYLAND

Address:

6610 Rockledge Drive
Bethesda, Maryland 20817

3. Trustee:

RICHARD J. HAJJAR
DANA E. TYDINGS

Address:

6610 Rockledge Drive
Bethesda, Maryland 20817

4. This Financing Statement covers the property, hereinafter referred to as "collateral", as follows:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any party thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, addition thereto and substitutions therefor, including without in any matter limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

3 P

(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 collateral is also described 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 owed by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, certain real property which is described on "EXHIBIT A" attached hereto and by this reference incorporated herein which is also described in the Deed of Trust hereinabove referenced. The Debtor is the record owner of such real property.

Debtor:

FRED G. WILLIAMS

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

~~Patrick F. Greaney, Esquire~~
MILES & ~~STOCKBRIDGE~~
22 West Jefferson Street
~~Rockville, Maryland 20850~~

C. Lawrence Wiser
10605 Concord Street, Suite 400
Kensington, Maryland 20895

"EXHIBIT A"

BOOK 521 PAGE 150

LIBER 269 FOLIO 725

MCCRONE

Engineers • Land Planners • Land Surveyors

REPLY TO: 115 Lawyers Row
Centreville, MD 21617

7-07-2-01255
October 30, 1986

DESCRIPTION OF 226.55 ACRES OF LAND, MORE OR LESS,
FOURTH DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND

BEGINNING FOR THE SAME at the intersection of the division line between the lands of Charles T. Breeding (see B.H.T. 15/259) and the herein described lands with the southernmost right of way line of Maryland Route 8 (for right of way information see State Highway Plat #48042);

THENCE, leaving said beginning point so fixed and binding on the division line between the aforementioned Breeding Lands and the herein described lands, the following two courses and distances: South 01 degrees 23 minutes 13 seconds West 2,099.39 feet to an iron pipe found and South 84 degrees 10 minutes 17 seconds East 1,509.04 feet to an iron pipe found;

THENCE, binding on the division line between the lands of Charles T. Breeding (see C.W.C. 84/368) and the herein described lands, South 84 degrees 10 minutes 17 seconds East 656.92 feet to an iron pipe found;

THENCE, still binding on the aforesaid division line, South 84 degrees 10 minutes 17 seconds East 25 feet, more or less, to a point on the approximate mean high water line of Thompson

Creek;

THENCE, leaving the aforesaid Breeding Lands and binding on the aforementioned approximate mean high water line, the following eighty (80) courses and distances: South 63 degrees 21 minutes 19 seconds East 10.12 feet to a point, South 24 degrees 57 minutes 07 seconds East 34.39 feet to a point, South 25 degrees 17 minutes 11 seconds East 296.68 feet to a point, South 41 degrees 12 minutes 09 seconds East 217.66 feet to a point, South 10 degrees 33 minutes 34 seconds East 51.71 feet to a point, South 29 degrees 40 minutes 14 seconds West 74.70 feet to a point, South 24 degrees 25 minutes 37 seconds East 58.92 feet to a point, South 38 degrees 34 minutes 56 seconds West 56.68 feet to a point, South 15 degrees 32 minutes 43 seconds East 54.00 feet to a point, South 41 degrees 48 minutes 16 seconds West 61.52 feet to a point, South 23 degrees 12 minutes 23 seconds East 104.77 feet to a point, South 63 degrees 48 minutes 20 seconds West 94.52 feet to a point, South 25 degrees 48 minutes 14 seconds West 152.04 feet to a point, South 49 degrees 52 minutes 58 seconds West 61.12 feet to a point, South 85 degrees 09 minutes 17 seconds West 33.10 feet to a point, South 29 degrees 31 minutes 34 seconds West 143.55 feet to a point, South 57 degrees 21 minutes 25 seconds East 136.13 feet to a point, South 22 degrees 40 minutes 09 seconds East 136.64 feet to a point, South 07 degrees 00 minutes 35 seconds East 77.67 feet to a point, South 52 degrees 05 minutes 19 seconds West 158.86 feet to a point, South 84 degrees 42 minutes 48 seconds West 115.16 feet to a point, South 62 degrees 49 minutes 15 seconds West 67.10 feet to a point, South 16 degrees 18 minutes 35 seconds West 96.38 feet to a point, South 36 degrees 17 minutes 34 seconds West 264.40 feet to a point, South 02 degrees 53 minutes 56

BOOK 521 PAGE 158

LIBER 269 PAGE 727

seconds East 59.08 feet to a point, South 12 degrees 51 minutes 45
seconds East 90.24 feet to a point, South 03 degrees 02 minutes 16
seconds East 155.86 feet to a point, South 26 degrees 14 minutes 29
seconds East 134.99 feet to a point, South 05 degrees 54 minutes 15
seconds East 341.63 feet to a point, South 33 degrees 51 minutes 08
seconds East 88.95 feet to a point, South 68 degrees 06 minutes 28
seconds West 40.33 feet to a point, North 82 degrees 47 minutes 52
seconds West 68.64 feet to a point, South 71 degrees 28 minutes 17
seconds West 55.76 feet to a point, South 32 degrees 08 minutes 40
seconds West 107.50 feet to a point, South 14 degrees 11 minutes 00
seconds West 351.45 feet to a point, South 48 degrees 39 minutes 47
seconds West 60.78 feet to a point, South 09 degrees 50 minutes 21
seconds West 107.11 feet to a point, South 42 degrees 42 minutes 00
seconds West 76.17 feet to a point, South 18 degrees 04 minutes 05
seconds West 77.82 feet to a point, South 09 degrees 35 minutes 58
seconds West 304.65 feet to a point, North 67 degrees 16 minutes 02
seconds West 69.81 feet to a point, South 05 degrees 33 minutes 50
seconds East 70.94 feet to a point, South 42 degrees 26 minutes 59
seconds West 148.36 feet to a point, South 11 degrees 00 minutes 51
seconds East 53.43 feet to a point, South 26 degrees 06 minutes 25
seconds West 101.47 feet to a point, South 44 degrees 33 minutes 43
seconds West 118.18 feet to a point, South 85 degrees 23 minutes 13
seconds West 146.92 feet to a point, South 42 degrees 17 minutes 35
seconds West 65.03 feet to a point, North 27 degrees 05 minutes 57
seconds West 124.03 feet to a point, North 13 degrees 30 minutes 26
seconds West 56.96 feet to a point, North 36 degrees 01 minutes 41

seconds East 129.10 feet to a point, North 01 degrees 17 minutes 08
seconds East 86.11 feet to a point, North 18 degrees 48 minutes 17
seconds East 110.27 feet to a point, North 20 degrees 18 minutes 18
seconds West 121.38 feet to a point, South 50 degrees 33 minutes 49
seconds West 51.35 feet to a point, North 65 degrees 12 minutes 44
seconds West 28.30 feet to a point, North 16 degrees 31 minutes 51
seconds West 159.24 feet to a point, North 22 degrees 11 minutes 55
seconds West 55.31 feet to a point, North 65 degrees 54 minutes 33
seconds West 78.33 feet to a point, North 00 degrees 57 minutes 44
seconds West 46.42 feet to a point, North 68 degrees 45 minutes 51
seconds West 41.48 feet to a point, North 36 degrees 54 minutes 00
seconds West 42.32 feet to a point, South 81 degrees 33 minutes 55
seconds West 58.02 feet to a point, North 29 degrees 53 minutes 22
seconds West 212.84 feet to a point, North 17 degrees 49 minutes 42
seconds East 283.59 feet to a point; North 13 degrees 50 minutes 08
seconds West 46.52 feet to a point, North 29 degrees 59 minutes 38
seconds West 223.54 feet to a point,North 68 degrees 23 minutes 11
seconds West 87.36 feet to a point, North 56 degrees 05 minutes 18
seconds West 167.09 feet to a point, North 15 degrees 08 minutes 40
seconds East 132.22 feet to a point, North 38 degrees 04 minutes 27
seconds East 75.60 feet to a point, North 37 degrees 40 minutes 39
seconds West 28.86 feet to a point, North 11 degrees 54 minutes 51
seconds East 146.75 feet to a point, South 76 degrees 20 minutes 56
seconds West 70.39 feet to a point, South 33 degrees 56 minutes 08
seconds West 68.42 feet to a point, South 74 degrees 36 minutes 09
seconds West 148.37 feet to a point, South 53 degrees 59 minutes 29

seconds West 66.60 feet to a point, North 89 degrees 25 minutes 43 seconds West 155.90 feet to a point, North 41 degrees 22 minutes 34 seconds West 180.64 feet to a point and North 49 degrees 32 minutes 22 seconds West 61.90 feet to an iron rod set;

THENCE, leaving the aforesaid approximate mean high water line and binding on the division line between the lands of Thomas G. Oyster, et.al. (see M.W.M. 245/120) and the herein described lands, the following two courses and distances: North 04 degrees 46 minutes 23 seconds West 354.75 feet to an iron rod set and North 82 degrees 31 minutes 23 seconds West 1,795.18 feet to a granite stone found;

THENCE, leaving the aforesaid Oyster Lands and binding on the division line between the lands of William L. Campbell (see C.W.C. 66/88), the lands of Gerald R. McCloskey (see C.W.C. 77/247) and the herein described lands, North 82 degrees 31 minutes 23 seconds West 624.38 feet to a granite stone found;

THENCE, leaving the aforesaid McCloskey Lands and binding on the division line between the lands of Mary M. Caltrider (see M.W.M. 147/570) and the herein described lands, the following two courses and distances: North 04 degrees 36 minutes 01 seconds East 1,975.19 feet to a stone found and South 84 degrees 10 minutes 57 seconds East 933.12 feet to an iron pipe found on the westernmost outline of the lands of Bryce, Incorporated (see C.W.C. 113/568);

THENCE, leaving the aforesaid Caltrider Lands and binding on the division line between the aforementioned Bryce, Incorporated Lands and the herein described lands, the following twelve (12)

courses and distances: South 04 degrees 07 minutes 56 seconds West 701.90 feet to an iron pipe found, North 78 degrees 11 minutes 17 seconds West 255.93 feet to an iron pipe found, South 11 degrees 25 minutes 33 seconds West 458.29 feet to an iron pipe found, South 61 degrees 35 minutes 12 seconds East 199.19 feet to an iron pipe found, South 24 degrees 40 minutes 19 seconds East 268.18 feet to a gum tree found, South 02 degrees 43 minutes 36 seconds West 33.70 feet to a gum tree found, South 81 degrees 39 minutes 24 seconds East 1,310.00 feet to an iron pipe found, North 08 degrees 12 minutes 15 seconds East 20.50 feet to an iron pipe found, South 78 degrees 40 minutes 57 seconds East 237.45 feet to an iron pipe found, North 01 degrees 26 minutes 44 seconds East 1,548.75 feet to an iron pipe found, North 88 degrees 31 minutes 22 seconds West 9.99 feet to an iron pipe found and North 01 degrees 23 minutes 13 seconds East 2,064.47 feet to a point on the southernmost side of the aforementioned Maryland Route 8;

THENCE, binding on the southernmost side of the aforesaid Maryland Route 8, North 56 degrees 43 minutes 13 seconds East 55.06 feet to the place of beginning. Containing in all 226.55 acres of land, more or less, as surveyed by McCrone, Incorporated in October of 1986;

BEING OR INTENDED TO BE all of that conveyance of Parcels 1 and 2, from T. Worth Jamison, Jr. to Thomas W. Jamison, III, by a deed dated August 1, 1960 and recorded among the land record books of Queen Anne's County, Maryland in Liber T.S.P. 56/277.

BOOK 521 PAGE 182

BOOK 269 PAGE 731

Subject to a 25 foot wide right of way through the above described parcel to Thomas G. Oyster, et.al, as indicated on a plat attached hereto and intended to be recorded herewith.

BOOK 521 PAGE 183

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):

Maryland Yamaha-Suzuki, Inc.
6027 Ritchie Highway
Brooklyn Park, MD 21225

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

DaLa Co., Inc.
14 Greenfield Road
Lancaster, PA 17602

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

RECORD FEE 11.00
RECEIVED 12/22/87 11:15:23
12/22/87
JA

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

SEE ATTACHED

*Recorded to publicize lease of equipment, not to perfect a security interest. NOT SUBJECT TO RECRODATION TAX

The equipment is owned by Secured Party and leased to Debtor under a lease dated 12-7-87, **such equipment to be located at the real estate described below**

☒ Products of the Collateral are also covered

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

7. ☐ The described crops are growing or to be gown 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

6027 Ritchie Highway | Brooklyn Park | Anne Rundle | | | |
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)

Maryland Yamaha-Suzuki, Inc.

By X _____ VICE PRESIDENT
Signature(s) of Debtor(s) TITLE

DaLa Co., Inc.

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

(5/83) STANDARD FORM—FORM UCC-1—Approved by The Secretary of The Commonwealth of Pennsylvania

L

BOOK 521 PAGE 164

UNIFORM COMMERCIAL CODE ADDITIONAL SHEET UCC-5a

Important: Read Instructions on Back Before Filling Out Form Addition Sheets

1) Page 2 of 1

2) Debtor(s) (Last name, first and address)	3) Secured Party(ies), names and address(es)	4) For Filing Officer:
Maryland Yamaha-Suzuki, Inc. 6027 Ritchie Highway Brooklyn Park, MD 21225	DaLa Co., Inc. 14 Greenfield Road Lancaster, PA 17602	

5) This Additional Sheet covers the following Additional Types (or Items) of Property:

1 Franklin Telecom-286 Computer with Keyboard CPU s/n R06518513
1 Monochrome Monitor W/Video Card
1 Packard Bell 1200 Baud Modem s/n 70802916
1 thoroughbred Operating System (6users)
1 Seagate Hard disk Drive 80 MB
2 Okidata 182 Printers with Cable s/n's: 708A0003438; 610B0269288.
1 Okidata 193 Printer with Cable s/n 70181091504
2 MNF Cash Drawers s/n's: 252395-W; 252374-N.
2 Wyse 50 Display Terminals s/n's: 0001070147; 0001084573.
1 Surge Protector

Software:

Mototech Inventory
" Order Processing
" P.O.S.
" Vehicle Profile
" Parts & Price Update

BOOK 521 PAGE 195

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)

Screen Crafters, Inc.
135 Roesler Road
Glen Burnie, MD 21061

#2186

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

P.C. Leasing Corporation
630 Third Avenue
New York, NY 10017

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
223 #005530 CTT7 R01 T09:21
12/23/87

4. This statement refers to original Financing Statement bearing File No. 26448C345R01 515

Filed with Anne Arundel Cty. Date Filed 7/30/87 19

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

10.

Amendment to include serial number 19005 on one (1) Dubuit Automatic Screen Printing Machine, Model D-350

No. of additional Sheets presented:

By: Screen Crafters, Inc.
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: P.C. Leasing Corporation
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

BOOK 521 PAGE 108

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. P435

3 Maturity Date:

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

Paul Littefield
Lot 22 Rio Vista
Lothian, MD 20711

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

Ford Motor Credit
P.O. Box 637
Mechanicsville, MD 20659

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

RECORD FEE 10.00
POSTAGE .50
#206550 CTT1 001 T07:25
12/27/82

This Statement refers to original Financing Statement No. 05052

Date filed: 3-15, 19 83 Filed with Anne Arundel Co

This instrument prepared by 459-494

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:

(Signature of Debtor, if required) (Debtor)

Dated: December 13, 19 82

By: Ford Motor Credit (Secured Party)
G.H. Matthews
(Signature of Secured Party)

FMCC
APR 70 7288

Previous editions may be used.

FILING OFFICER COPY-ALPHABETICAL

BOOK 521 PAGE 167

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. 270323 Dated 10/23/87

Record Reference Book 519 Page 235

2. DEBTOR is:

Name: Tire Merchants International

Address: 8332 Bristol Court, Baltimore-Washington Industrial Park
Jessup, Maryland 20794

3. SECURED PARTY is:

Name: Tyres International, Inc.

Address: 619 E. Tallmadge Avenue, Akron, Ohio 44310

RECORD FEE 10.00
POSTAGE .50
#209610 CTT1 R01 T09:29
12/23/87

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

SECURED PARTY:

Tyres International, Inc.

By: T. J. Batt President
(Title)

Date: 12/11/87

UCC-7

671153

521 PAGE 168

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)

Elmer A. Moreland, Jr. T/A
E.A. Moreland Trucking
1150 Marlboro Road
Lothian, Md. 20711

2 Secured Party(ies) and Address(es)

Washington Freightliner,Inc
201 Ritchie Road
Capitol Heights, MD. 20743

3 Maturity date (if any):

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

RECORD FEE 12.00
#3008:30 CTTT R01 T09:29
12/23/87
SA

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

1988 Western Star 4964-2 Ser. # 2WLPCCJG4JK920892

1988 R/S Truck Body Ser.# 87101499

DOCUMENT NOT SUBJECT TO RECORDATION TAX-
CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.

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

Associates COmmercial Corp
P.O. Box A
College Park, Md. 20740

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 1336267/10 1336267

Elmer A. Moreland, Jr. T/A E.A. Moreland Trucking Washington Freightliner,Inc

By: _____ By: _____

Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

603469 Rev. 12-80

COPY FOR FILING OFFICER

BOOK 521 PAGE 169

FINANCING STATEMENT Anne Arundel County

(~~Continuation~~ - Termination - ~~Assignment~~ - ~~Partial Release~~)

This Financing Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

Record: ☐ **Land** ☒ **Financing Statement** { book **Liber** 470 page **Folio** 469 **File No.** 250881

Date of Financing Statement Feb. 10,84

NAME	ADDRESS			
1. Debtor(s) (or assignor(s))	No.	Street	City	State
Maxine L. Eyring, T/A Maxime's Skin Care				

2. Secured Party (or assignee)
SOVRAN BANK / MARYLAND Formerly known as Suburban Bank
6610 Rockledge Drive, Bethesda, Md. 20817

CHECK ☒ THE LINES WHICH APPLY

3. ☐ A. Continuation. The original financing statment between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.

☒ B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number above shown.

☐ C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the File Number shown above:

RECORD FEE 10.00
#20886 CTTT R01 T09:30
12/23/87
JA

☐ D. Partial Release. The Secured Party releases from the collateral described in the Financing Statement bearing the File Number above shown, the property hereinafter described:

Dated: December 17, 19 87

Secured Party:

SOVRAN BANK / MARYLAND

By: Betty L. Talbott

Type Name Betty L. Talbott

Title Commercial Loan Operations Officer

B1 454
N169-7706
R386

19

BOOK 521 PAGE 170

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

☐ (check if applicable) To Be Recorded in the Land Records at _____

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No 256064 recorded in Liber 483 Folio 554 on 4/9/85 (Date) at Anne Arundel County, Maryland (Location)

1. DEBTOR(S): Pasadena Boatel and Beach Club

ADDRESS(ES): 2010 Knollview Drive

Pasadena, Maryland 21122

2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: ACCU Dept.

ADDRESS: MAILSTOP 500-501; 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. 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 the collateral described therein or such part thereof as is described in Item 8 below.

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

   a. ☐ Not subject to Recordation Tax.

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

7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

RECORD FEE 10.00
PROPERTY .50
#208440 CTT R01 T09:31
12/23/87
JA

DEBTOR(S): _____
(Signature necessary only if item 6 is applicable)

BY: _____ (SEAL)

BY: _____ (SEAL)

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

SECURED PARTY: Maryland National Bank

BY Claude M Patrick (SEAL)
Claude M. Patrick
Commercial Services Officer
(Type Name and Title)

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

207-1,20 REV 4 86

~~Baltimore County~~

Anne Arundel County

AT1155

BOOK 521 PAGE 171

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)	2 SECURED PARTY and Address
National Business Archives, Inc. 815 Central Avenue Linthicum, Maryland 21090	SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Commercial Loan Department
	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, subsitutions and replacements), used in or related to the conduct of records storage (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
RECEIVED 0777 R01 T09:32
12/23/87

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction X(is) (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: $ 300,000.00

DEBTOR:

National Business Archives, Inc.
(Type Name)

By: Francis X. Smyth, Vice President

By: Francis X Smyth

SECURED PARTY:
SIGNET BANK/MARYLAND

By: S. Brooke Tucker

S.G. Brooke Tucker, Vice President
(Type Name)

August 6 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.

* THIS FINANCING STATEMENT IS EXEMPT FROM RECORDATION TAX BECAUSE IT REPRESENTS A CONTINGENT LIABILITY UNDER A GUARANTEE OF INDEBTEDNESS.

0012-1671-0986/4

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 521 PAGE 172 Identifying File No. 271156

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Dr. Richard Koritzer

Address 7367 Furnace Branch Rd. Glen Burnie MD 21061

2. SECURED PARTY

Name HEALTHCO INT. INC.

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)

1 MDT Surgical Vacuum Pump
2 MDT Vacuum Bottles
1 Proma Rear Mounted Unit

Name and address of Assignee

Debtor hereby grants to Secured Party a SECURITY INTEREST in all equipment, inventory, accounts receivable, goods, accounts, contract rights, chattel paper, documents, and general intangibles of every kind and description now owned, or hereafter acquired, by Debtor or in which Debtor now or hereafter has or receives an interest, and in all instruments owned by Debtor of which Secured Party shall have possession, together with all accessaries, accessions, additions, substitutions or replacements thereto or therefor, and in the proceeds thereof, although not specifically allowing any such sale, all of which shall be deemed personal property even though attached to real property.

RECORD FEE 11.00
POSTAGE .50
#208940 C777 R01 T09:54
12/23/87
39

CHECK ☒ THE LINES WHICH APPLY

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

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

X☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Richard T. Koritzer M.D. P.A.
(Signature of Debtor)

Dr. Richard Koritzer
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

HEALTHCO INTERNATIONAL, INC.

Charles H. Bedford
(Signature of Secured Party)

Charles H. Bedford
Type or Print Above Signature on Above Line

11.50

271157

FINANCING STATEMENT

BOOK 521 PAGE 173

Not Subject to Recordation Tax

Name of Debtor	Mailing Address
Richard E. Hunt, Jr. Judy L. Hunt	Lyons Creek #93 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" Br/White Mobile Home 70 X 14, Serial # 03-FP-10494

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

Richard E. Hunt
RICHARD E. HUNT, JR.

Judy L. Hunt
JUDY L. HUNT

Secured Party

THE BANK OF BALTIMORE

BY Juanita Hamilton

RECORD FEE 12.00
#208870 C777 R01 T10:00
12/23/87

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Bank of Baltimore.

PCS 0847

10

271153

FINANCING STATEMENT

BOOK 521 PAGE 174

Not Subject to Recordation Tax

Name of Debtor	Mailing Address
Roy E. Deese, Jr. Wendy L. Deese	490 Patuxent Road #64 Odenton, Maryland 21113

P A
Co

SECURED PARTY

THE BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21201

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

   New, 1987, Holly Park Homes, Inc., "Holly Custom Residential" Mobile Home, White/Black, Serial # 01-HCR-17338, 70 X 14

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

/s/ Roy E. Deese, Jr.
ROY E. DEESE, JR.

/s/ Wendy L. Deese
WENDY L. DEESE

Secured Party

THE BANK OF BALTIMORE

RECORD FEE 12.00
#208880 C777 R01 T10:00
12/23/87
JA

BY Juanita 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.

PCS 0847

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BOOK 521 PAGE 173

[illegible]153

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor	Mailing Address
Terry Alan Shreve Karen Murray	7959 Telegraph Road # 18 Severn, Maryland 21144

SECURED PARTY

THE BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21201

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

   New 1988 Holly Park Homes, Forest Park, Mobile Home, 60 X 14 Beige/White, Serial # 03-FP-10632

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

Terry Alan Shreve
TERRY ALAN SHREVE

Karen Ann Murray
KAREN MURRAY

Secured Party

THE BANK OF BALTIMORE

RECORD FEE 12.00
#208890 C777 R01 T10:00
12/23/87

BY Juanita 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.

PCS 0847

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 521 PAGE 176 Identifying File No. 221100

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 F & M Distributors, Inc.

Address 25800 Sherwood, Warren, MI 48091

2. SECURED PARTY

Name National Bank of Detroit, as Agent

Address 611 Woodward Avenue

Detroit, MI 48226 (See Exhibit C attached hereto)

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

Bernadette M. Dennehy, 800 First National Bldg., Detroit, MI 48226

3. Maturity date of obligation (if any) _____

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

As set forth on Exhibits A and B attached hereto

RECORD FEE 21.00
POSTAGE .50
#208910 CT77 R01 T10:02
12/23/87
JM

NOT SUBJECT TO RECORDATION TAX - SECURITY AGREEMENT

Filed with Anne Arundel County Clerk of Circuit Court

CHECK ☒ THE LINES WHICH APPLY

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

☐ (If collateral is goods which are or are to become fixtures) The above 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 of Debtor) Wayne C. Inman, Vice Pres.

F & M DISTRIBUTORS, INC.
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

Type or Print Above Signature on Above Line

By: _____ R.E. KLIBER, ZVP
(Signature of Secured Party)

NATIONAL BANK OF DETROIT, AS AGENT
Type or Print Above Signature on Above Line

21.50

EXHIBIT A
TO FINANCING STATEMENT OF
F & M DISTRIBUTORS, INC.

All of the following described property whether now owned or existing or hereafter acquired or arising and wherever located (all of which is herein collectively called the "Collateral"):

(a) All of the Debtor's present and future accounts, instruments, chattel paper and general intangibles, including, but without limitation, all accounts receivable, all monies and claims for money due or to become due to the Debtor arising out of or relating to the sales of goods by the Debtor in the ordinary course, all advertising cooperative receivables, all damage credits and all coupon reimbursements but excluding the following general intangibles: shares of stock; partnership interests; beneficial interests in trusts; leasehold interests; goodwill; intellectual property including trademarks, copyrights and patents; tax rebates or refunds; licenses and permits; contracts for the sale or assignment of real estate; choses in action, awards and judgments not arising from or relating to accounts receivable or Affiliate Indebtedness; and contract rights unrelated to the sale of inventory or the collection of accounts receivable or Affiliate Indebtedness, as defined in the Credit Agreement dated as of June 1, 1987 among the Debtor and the Banks (the "Credit Agreement");

(b) That certain promissory note of Talon Inc., payable to the order of the Debtor, dated April 30, 1987, and any promissory note of Talon Inc., delivered to the Debtor in exchange or substitution therefor;

(c) All promissory notes and other evidence of indebtedness payable to the Debtor by any Affiliate (as defined in the Credit Agreement) of the Debtor or any shareholders of any Affiliate of the Debtor;

(d) All of the Debtor's inventory of every type, wherever located (including without limitation those locations listed on Exhibit B attached hereto) including but not limited to raw materials, work in process, finished goods, returned goods and all inventory that is available for leasing or leased to others by the Debtor;

(e) All books and records of the Debtor related in any way to the Collateral described in clauses (a), (b), (c) and (d) above;

(f) All substitutions and replacements for, and all additions and accessions to, any and all of the foregoing; and

(g) All products and all proceeds of any and all of the foregoing, and, to the extent not otherwise included, all payments under insurance (whether or not the Banks or any of them is the loss payee thereof), and any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing.

BOOK 521 PAGE 179

EXHIBIT B

MARYLAND STORES

Store No.	Address
61	1403 Merritt Blvd. Dundalk, Maryland
62	7317 N. Ritchie Hwy. Glen Burnie Shopping Plaza Glen Burnie, Maryland
63	801 Goucher Blvd. Towson, Maryland
64	6501 Baltimore National Pike Bradlees Shopping Center Catonsville, Maryland
65	150 Jennifer Road Annapolis Plaza Annapolis, Maryland

BOOK 521 PAGE 180

EXHIBIT C

National Bank of Detroit is the Secured Party individually and as Agent for itself and two other lending institutions, the names and addresses of which are as follows:

National City Bank
National City Center
Cleveland, Ohio 44101-0756

Manufacturers National Bank of Detroit
Renaissance Center
Detroit, Michigan 48243

BOOK 521 PAGE 181 271161

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)	2. Secured Party(ies) and Address(es)
Bob Bell Ford 7165 Ritchie Highway Glen Burnie, Maryland 21061	Ford Motor Credit Company 1101 North Point Blvd. Baltimore, Maryland 21224

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

RECORD FEE 11.00
RECORD TAX 161.00
POSTAGE .50
#2X9920 C277 R01 T10:03
12/23/87

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

1. All furniture, furnishings, fixtures, supplies, machinery and equipment, and all accessions thereto;
2. All personal property held for sale or lease in the ordinary course of business, including but not limited to cars, trucks, tractors and other motor vehicles, farm and industrial equipment, and parts and accessories therefor; and *

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

4. This transaction is exempt from the Recording Tax; except as follows:
Debt subject to tax: $23,000. Tax due - $161.00.

Filed with:
Clerk of Circuit Court for Anne Arundel County

BOB BELL FORD, a Maryland General Partnership (Borrower)

(SIGNATURE OF DEBTOR)

(SIGNATURE OF DEBTOR)

Thomas A. O'Neil, Trustee

FORD MOTOR CREDIT COMPANY

(NAME OF SECURED PARTY)

BY: D. J. McConnell, Branch Manager

FMCC JUN 64 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED PRINTED IN U.S.A.

* 3. All accounts, contract rights, chattel paper, tax refunds and general intangibles.

11
161.50

BOOK 521 PAGE 182

271162

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)

LISA G. KIRBY

LOT 43 8205 WASHINGTON BLVD
JESSUP MD 20794

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

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

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

RECORD FEE 11.00
POSTAGE .50
#209940 0777 MOI 110:05
12/23/87
SA

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

1988 HOLLY PARK FOREST PARK
52 X 14 SERIAL # 10683
"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

X Proceeds of the Collateral are also covered

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

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

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

9 Name of a Record Owner

No. & Street Town or City County Section Block Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
☐ 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)

LISA G. KIRBY x Lisa G Kirby
By
Signature(s) of Debtor(s)

GREEN TREE ACCEPTANCE INC.
By Rachel Mayfield
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

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

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 BOOK 521 PAGE 188 Identifying File No. 121163

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

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

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

This financing statement Dated 11/9/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Fred H. Riedel

Address 805 Reece Rd., Severn, MD 21144

2. SECURED PARTY

Name Exxon Company, U.S.A. (a division of Exxon Corporation)

Address P. O. Box 4724, Houston, TX 77210-4724

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
#209980 CTT R01 T10:07
12/23/87

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

"EXEMPT FROM RECORDATION TAX."

Any and all present and hereafter acquired inventory including, but not by way of limitation, motor fuel, motor oils, tires, batteries, and automotive accessories.

Any and all present and hereafter acquired accounts, notes receivable, chattel paper, contract rights, general intangibles, documents, instruments, security agreements, notes, checks, money, bank accounts, negotiable instruments and documents, choses in action, and lien rights.

CHECK ☒ THE LINES WHICH APPLY

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

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

XXX (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Fred H. Riedel
(Signature of Debtor)

Fred H. Riedel
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Janice A. Baltich
(Signature of Secured Party)

Janice Baltich, Assoc. Cr. Rep.
Exxon Company, U.S.A.
Type or Print Above Signature on Above Line

1100

STATE OF MARYLAND

FINANCING STATEMENT

BOOK 521 PAGE 184 Form UCC-1

Identifying File No. 271161

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

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

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

This financing statement Dated 10/29/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Mary E. Tucker

Address 111 West St., Annapolis, MD 21401

2. SECURED PARTY

Name Exxon Company, U.S.A. (a division of Exxon Corporation)

RECORD FEE 11.00

Address P. O. Box 4724, Houston, TX 77210-4724

RECEIPT CHT R01 T10:08

12/23/87

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

3. Maturity date of obligation (if any)

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

"EXEMPT FROM RECORDATION TAX."

Any and all present and hereafter acquired inventory including, but not by way of limitation, motor fuel, motor oil, tires, batteries, and automotive accessories.

Any and all present and hereafter acquired accounts, notes receivable, chattel paper, contract rights, general intangibles, documents, instruments, security agreements, notes, checks, money, bank accounts, negotiable instruments and documents, choses in action, and lien rights.

CHECK ☒ THE LINES WHICH APPLY

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

☐ (If 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)

Mary E. Tucker
(Signature of Debtor)

Mary E. Tucker
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Janice A. Baltich
(Signature of Secured Party)

Janice A. Baltich
Exxon Company, U.S.A. (a div. of Exxon Corp.)
Type or Print Above Signature on Above Line

11.50

Anne Arundel Co.
A/C# C-02-04979-9

BOOK 521 PAGE 185

221165

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. $ 45,000.00

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

Recordation Tax paid to Anne Arundel County in the amount of $315.00.

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

1. **DEBTOR**

Name Neal, Willis Eugene Sr.

Address 845 Harwood Road, Harwood, MD 20776

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 315.00
POSTAGE .50
#0009060 CTT7 R01 T10:13
10/23/87

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Willis Eugene Neal, Sr.
See attached for originial 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)

_____
Type or Print Above Signature on Above Line
LARRY F. KIMMEL, ADMIN. V.P.

17
315.50

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

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

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 15th day of December 1987 by and between Willie Eugene Neal, Sr. having his principal place of business at 845 Harwood Road Harwood, MD 20776 "Mortgagor" and Credit Alliance Corporation Mortgagee

WITNESSETH:

1. To secure the payment, with interest thereon, and the performance and fullfillment 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 essense 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, and 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, indebtness, charges, and expenses heretofore or hereafter chargable 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 the Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 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 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 the liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortaged 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 the 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 the 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 the 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 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 the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless, from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage. Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq. 530 Fifth Avenue, New York, New York and C-A Credit Corp. New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York. Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect of 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 it's address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies, aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City banks' prime money rate in effect on the date of the Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing and 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 fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy, or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of the Mortgagee containing entries with respect to the Mortgage Obligations shall be admissable 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, alternatively or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

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

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interst 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 effecting the remaining provisions hereof.

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IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST:

_____
Secretary

Willis Eugene Neal, Sr. (Seal)
Mortgagor

By Willis Eugene Neal Sr. (Title) Owner

. . . . .

STATE OF Maryland
COUNTY OF Anne Arundel SS

Willis Eugene Neal, Sr. being duly sworn, deposes and says

1. He is the Owner of Willis Eugene Neal, Sr. 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 forgoing Mortgage and goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below) and Mortgagor has the sole right and lawful authority to mortgage the same.

3. Mortgagor is solvent and justly indebted to Credit Alliance Corporation hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets, or defenses against the same.

4. There are no judgements 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____

_____
NOTARY PUBLIC

Willis Eugene Neal Sr.

. . . . .

STATE OF _____ COUNTY OF _____ SS

I _____ a Notary Public duly qualified in and for said County and State, do hereby certify that on this

_____ day of _____ 19____ in (Place) _____ in said County before me personally appeared

_____ to me personally well known

(For Individual)
as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)
and known as and to be a member of the partnership of

and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership named as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the

_____ of _____

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do executed said foregoing instrument that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free true and lawful act and deed and the free true, lawful and corporate act and deed of said corporation in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written.

_____
NOTARY PUBLIC

(NOTORIAL SEAL)

BOOK 521 PAGE 188

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated December 15, **19** 87 **between the undersigned.**

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
1	New Ford Tractor	1988 LN9000	1FDYR90L7JVA10127

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:
Willis Eugene Neal, Sr.

_____

By: Willis Eugene Neal Sr

Anne Arundel co.
A/C# C-02-04966-6

BOOK 521 PAGE 180

STATE OF MARYLAND 271166

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. $ 51,000.00

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

Recordation Tax paid to Anne Arundel County in the amount of $357.00

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

1. DEBTOR

Name Newcomb, George E. d/b/a G. E. Newcomb & Sons

Address 283 Pinewood Road, Millersville, MD 21108

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 18.00
RECORD TAX 357.00
POSTAGE .50
#209070 CTT7 R01 T10:14
12/23/87

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

George E. Newcomb d/b/a G. E. Newcomb & Sons
See attached for originial 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)

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

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

18 357.50

BOOK 521 PAGE 190

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

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 11th day of December, 1987
George E. Newcomb d/b/a/ G. E. Newcomb & Sons having his principal place of business at
283 Pinewood Road Millersville, MD 21108
by and between

"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 essense 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, and 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, indebtness, charges, and expenses heretofore or hereafter chargable 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 the Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1.15 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 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 the liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortaged 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 the 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 the 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 the 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 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 the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business therein, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless, from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq. 530 Fifth Avenue, New York, New York and C-A Credit Corp. New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect of 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 it's address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies, aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City banks' prime money rate in effect on the date of the Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 2.5% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing and 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 fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy, or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of the Mortgagee containing entries with respect to the Mortgage Obligations shall be admissable 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, alternatively or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

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

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interst 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 effecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST:

George E. Newcomb d/b/a G. E. Newcomb & Sons (Seal)
Mortgagor

Secretary

By George E Newcomb Owner
(Title)

. . . . .

STATE OF Maryland
COUNTY OF Anne Arundel SS George E. Newcomb

being duly sworn, deposes and says

1. He is the owner of George E. Newcomb d/b/a G. E. Newcomb & Sons
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 forgoing 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 (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets, or defenses against the same.

4. There are no judgements 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 _____

George E. Newcomb

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 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 named as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the

_____ of _____

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do executed said foregoing instrument that he was duly authorized to execute said instrument for and in the name of said corporation and make this ackowledgment, 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.

(NOTOTORIAL SEAL)

Given under and witness my hand and official seal the day and year in this certificate first above written.

_____ NOTARY PUBLIC

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated December 11, **19** 87 **between the undersigned.**

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
1	John Deere Track Loader	1985 555B	T0555BX-721936
1	John Deere Backhoe Attachment	9300	47756T
1	General Low Boy Trailer		15HA7763
1	Ford Tandem Axle Dump Truck	9000	U902BC08048

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

y: _____

Purchaser, Mortgagor or Lessee:

George E. Newcomb d/b/a G. E. Newcomb & Sons

By: George E. Newcomb Owner

271167

BOOK 521 PAGE 193

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)

Roy & Deborah Wood
1332 Swan Drive
Annapolis, MD 21401

2 Secured Party(ies) and address(es)

SECURITY PACIFIC FINANCIAL SERV
30 E PADONIA RD SUITE 207
TIMONIUM,MD, 21093

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

RECORD FEE 12.00
#209080 C777 R01 T10:15
12/23/87

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

1332 Swan Drive
Annapolis, MD 21401

CONDITIONAL SALES CONTRACT NOT SUBJECT TO TAX. LOCATED AT CULLIGAN WATER HEATERS.

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 [X] if so)
- [ ] already subject to a security interest in another jurisdiction when it was brought into this state.
- [ ] which is proceeds of the original collateral described above in which a security interest was perfected

Check [X] if covered [ ] Proceeds of Collateral are also covered [ ] Products of Collateral are also covered No of additional Sheets presented

Filed with: ANNE ARUNDEL COUNTY

Roy. Wood
By: Deborah L. Wood
Signature(s) of Debtor(s)

SECURITY PACIFIC FINANCIAL SERVICES
By: Bonnie G Lawson
Signature(s) of Secured Party(ies)
BONNIE G LAWSON

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 521 194

Identifying File No. 271163

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

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

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

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

1. DEBTOR

Name Corman Construction, Inc.

Address 811 Annapolis Junction Road, Jessup, MD 20794

2. SECURED PARTY

Name State Equipment, Div. Secorp National, Inc.

Address 1400 Joh Avenue, Baltimore, Maryland 21227

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

3. Maturity date of obligation (if any) _____

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

One (1) Liebherr Model A912 SN 1166
w/Rammer #800HD Hammer & Blunt Point

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#209130 D777 R01 T10:20
12/23/87
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)

na

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

na

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Corman Construction, Inc.

Roy Daniels
(Signature of Debtor)

ROY DANIELS, EQ. SUPT.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

11/5

State Eq., Div. Secorp National, Inc.
Glenn S. Conklin
(Signature of Secured Party)

Glenn S. Conklin, VP & GM
Type or Print Above Signature on Above Line

871169

BOOK 521 PAGE 195

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

1. xxxxxxxxxxxxxxxxxxxxxxxxxxxx
Northrop Corporation
906 Commerce Rd.
Annapolis, MD 21401

2. Secured Party(ies) and address(es)
Northern Telecom Finance Corporation
Northern Telecom Plaza
220 Athens Way
Nashville, TN 37228-1399

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

RECORD FEE 11.00
POSTAGE .50
#209220 CTT7 R01 T10:37
12/23/87

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

All of the machinery and equipment ("Equipment") that is the subject of that certain equipment lease agreement dated 3/31/87 ("Lease") between Northern Telecom Finance Corporation, as Lessor ("Lessor") and Northrop Corporation, as Lessee ("Lessee"), certain of which equipment is set forth on Schedule A1 attached hereto and incorporated herein by reference, including all substitutions, renewals, replacements, improvements, additions, attachments, accessions and appurtenances thereto and all proceeds and products of the foregoing, including all rents and sums due or to become due under said Lease and all monies received in respects thereof and all proceeds including said insurance proceeds. The execution and filing (or recording) of this financing statement is not intended to convert this transaction between the Lessor and the Lessee into a transaction intended for security, but instead is intended to give notice to all interested parties of the Lessor's absolute ownership of the Equipment, and as a precaution, to also perfect a security interest in favor of Lessor in the Equipment in the event a Court of proper jurisdiction should finally determine that the Lease between the Lessor and Lessee is a lease intended for security.

NOT SUBJECT TO RECORDATION TAX!!

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

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

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

Filed with: County of Anne Arundel Lease #37222

Northrop Corporation

By: Edward R. Tierney
Signature: xxxxxxxxx

Northern Telecom Finance Corporationo

By: Mona A Moldovan
Signature: xxxxxxxxxxxxxxx

(1) Filing Officer Copy—Alphabetical

STANDARD FORM - FORM UCC-1

11/30

northern telecom

Equipment Listing for
Northrop Corporation
Lease 37222

BOOK 521 PAGE 196

1	862SL1-1	PREPACKAGED MSL-1ST

CONSISTS OF:

5	A0324084	DISKETTES 5-1/4 "FLOPPY"
1	P0552536	FUSE KIT
1	QCA136	CE/PE CABINET
1	QCAD36	SDI CABLE
1	QCAD123	DISK DRIVE INTERFACE CABLE
1	QCAD279	DISK DRIVE CABLE
2	QCAD293A1	CABLE, CONN. (22 IN.)
1	QMM43	MASS STORAGE ASSEMBLY
1	QPC251	TONE & DIGIT SWITCH
1	QPC414	NETWORK CARD
1	QPC444	CONFERENCE CARD
2	QPC450	CO TRUNK CARDS
2	QPC451	SL-1 LINE CARD
1	QPC574	DIGITONE RECEIVER
2	QPC594	500/2500 LINE CARD
1	QPC584	MASS STORAGE INTERFACE
1	QPC659	DUAL LOOP PERIPHERAL BUFFER
1	QPC673	512K RAM MEMORY
1	QPC687	CENTRAL PROCESSING UNIT
1	QPC705	30/150V PE POWER CONVERTER (ALL VOLTAGES)
1	QPC709	MISC./PERIPHERAL SIGNALING
1	QPC710	DUAL DIGITONE RECEIVER (DAUGHTER BOARD)
1	QPC717	ROM CARD
1	QRP12	48V RECTIFIER (125V AC)
6	QSU60CFM	SL-1 TELEPHONE
1	QSU61CFM	SL-1 DIGIT DISPLAY TELEPHONE
1	QUAA3	POWER UNIT
1	QUX19	POWER DISTRIBUTION UNIT
1	SET	NTP'S VOL. 1-5
1	SET	BUILT-IN MAIN DISTRIBUTION FRAME ASSEMBLY

1	545SL1-1	RTU/711 Basic Program
1	546SL1-1	RTU/Advanced Station Features
1	432SL1-1	RTU/Call Detail Recording, List
1	434SL1-1	RTU/BARS
1	674SL1-1	RTU/ODAS
1	433SL1-1	RTU/Direct Inward System Access
1	666SL1-1	RTU/CDR Call Account Codes
1	557SL1-1	RTU/Authorization Codes
1	558SL1-1	RTU/ARS Queuing/ARS Traffic
1	430SL1-1	RTU/Call Park
1	431SL1-1	RTU/System Speed Call
1	537SL1-1	RTU/Music Package
1	539SL1-1	RTU/CDR Forced Charge Account
1	593SL1-1	RTU/History File
1	594SL1-1	RTU/Attendant Overflow Position
1	506SL1-1	RTU/Stored Number Redial
1	435SL1-1	RTU/Distinctive Ringing
1	548SL1-1	RTU/Feature Package I
1	105SL1-1	RTU/Meridian Digital Telephone
1	106SL1-1	RTU/Meridian M3000 Touchphone
1	735SL1-1	RTU/Feature Package II
1	150SL1-1	RTU/Special S/W Feature Pkg I
1	836SL1-1	RTU/Message Center
1	538SL1-1	RTU/Basic Message Center
1	587SL1-1	RTU/Automatic Set Relocation
1	590SL1-1	RTU/Attendant Administration
1	305SL1-1	RTU/PBX Interface
1	766SL1-1	RTU/Flexible Hotline
1	466SL1-1	RTU/Recorded Overflow Announcement

BOOK 521 PAGE 197

This 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):

Coastal Heating & Air
Conditioning Co., Inc.
25 Hudson St.
Annapolis, Maryland 21401

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

General Motors Accept. Corp.
3475 West Chester Pike
Newtown Square PA 19073
C-5075

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

RECORD FEE 10.00
POSTAGE .50
#209250 0737 001 T10:40
12/23/87
JA

5. This statement refers to original Financing Statement No. 228522, Liber 415 Pg. 322 filed (date) 11-9-79 with Anne Arundel Co.

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

Gen. Motors Accept. Corp.

By _____ Signature(s) of Debtor(s) (only on amendment)

By Daniel R. Lakebrush Ofc. Mgr.
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - NUMERICAL

(3/83) STANDARD FORM—FORM UCC-3—Approved by Secretary of Commonwealth of Pennsylvania

STATE OF MARYLAND

FINANCING STATEMENT Form UCC-1 300% 521 PAGE 198 Identifying File No. 221187

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Gary Briggs, T/A Chem Trans, Inc.

Address 50 W Earleigh Heights Road Severna Park, Md. 21146

2. SECURED PARTY

Name MAROX LEASING COMPANY

Address 31 Pickburn Court

Hunt Valley, Maryland 21030

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

3. Maturity date of obligation (if any) _____

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

1 - Gestetner Copier, Model 2110,
S/N 96J4604

Name and address of Assignee

RECORD FEE 13.00
POSTAGE .50
#209280 C777 R01 T10:42
12/23/87
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)

Gary W Briggs Sr
(Signature of Debtor)

Gary Briggs
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Louise E Neutze
(Signature of Secured Party)

LOUISE E NEUTZE
Type or Print Above Signature on Above Line

12.50

BOOK 521 PAGE 109

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

☐ (check if applicable) To Be Recorded in the Land Records at _____

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement. Identifying File No. 247796 recorded in Liber 463 Folio 50 on 6-16-83 (Date) at Financing Records of Anne Arundel County. (Location)

1. DEBTOR(S): Sinclair Supply Company, Inc.

ADDRESS(ES): 1794 Virginia Avenue

Annapolis, Maryland 21401

2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: LDRU

ADDRESS: MAILSTOP: 02-28-01, Post Office Box 987, Baltimore, Maryland 21203

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

RECORD FEE 10.00
POSTAGE .50
C777 R01 T10:43
12/23/87

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 the collateral described therein or such part thereof as is described in Item 8 below.

6XX 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. XX Subject to Recordation Tax on an initial debt in the principal amount of $ 200,000.00 The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to Maryland State Department of Assessment & Taxation. $1,881.00 9-29-87

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. SEE ATTACHED SCHEDULE A.

DEBTOR(S): Sinclair Supply Company, Inc.
(Signature necessary only if Item 6 is applicable)

BY: Rhona A Frank VP (SEAL)
Rhona A. Frank - Vice President

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 Ruth F. Riley (SEAL)

Ruth F. Riley Senior Loan Policy Officer
(Type Name and Title)

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

207-126 REV 4 86

1850

4207502-9007

SCHEDULE A
BOOK 521 PAGE 200

This Schedule A is attached to and made part of a Statement of Amendment under Uniform Commercial Code, by and between Sinclair Supply Company, Inc. as Debtor and Maryland National Bank as Secured Party.

ADDITIONAL COLLATERAL:

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.

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.

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, tohether with all cash and non-cash proceeds and products thereof.

LOCATION OF COLLATERAL:

1700 N. Ellwood Avenue
Baltimore, Maryland 21213

1978 Moreland Parkway
Annapolis, Maryland 21401

7311-S Grove Road
Frederick, Maryland 21701

Sinclair Supply Company, Inc.

By: X Rhona A. Frank, VP
Rhona A. Frank - Vice President

TO BE FILED IN THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

STATE OF MARYLAND

2711?0

FINANCING STATEMENT FORM UCC-1

521 [illegible] 201

Identifying File No.

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

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
NOT SUBJECT TO RECORDATION TAX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

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

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

1. DEBTOR

Name Windgate Partners, a Maryland general partnership

Address c/o Oxford Investments Corporation, 7316 Wisconsin Avenue, N.W., Bethesda, Maryland 20814

2. SECURED PARTY

Name Connecticut General Life Insurance, a Connecticut specially chartered corporation

Address c/o CIGNA Investments, Inc., 900 Cottage Grove Road, Bloomfield, Connecticut 06002
Attn: Asset Management

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

RECORD FEE 35.00
POSTAGE .50
#017120 C345 R03 T11:54
12/23/87

3. Maturity date of obligation (if any) _____

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

SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF.

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)

SEE SCHEDULE B ATTACHED HERETO AND MADE A PART HEREOF.

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

XXXXXXXXXXXX
(Signature of Debtor)

Type or Print Above Name on Above Line

XXXXXXXXXXXXX
(Signature of Debtor)

Type or Print Above Signature on Above Line

SEE SCHEDULE C ATTACHED HERETO AND MADE A PART HEREOF.

XXXXXXXXXXXXXXXXXXX
(Signature of Secured Party)

Type or Print Above Signature on Above Line

BCB/12-14-87
1561t

SCHEDULE A

FINANCING STATEMENT

by

WINDGATE PARTNERS,
Debtor

and

CONNECTICUT GENERAL LIFE INSURANCE COMPANY,
Secured Party

Property Covered by Financing Statement

1. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Reimbursement Agreement of even date herewith, evidencing the Debtor's debt to the Secured Party in accordance with the terms of the Reimbursement Agreement. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations under the provisions of such Reimbursement Agreement, and further agree that the Indemnity Deed of Trust and Security Agreement given by the Debtor to the Secured Party of even date herewith ("Deed of Trust") constitutes a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code as codified in Title 9, Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

2. All of the Grantor's right, title and interest, if any (including any after-acquired title or reversion), in and to the land lying in the bed of any street or road, open or proposed, located wholly or partially within the boundary of the Land or adjacent thereto.

3. All rents, royalties, issues, profits, security deposits, guaranties, payments, leases and tenancies arising out of or in connection with the Property from time to time accruing under leases or tenancies now existing or hereafter created, subject, however, to the provisions hereof.

4. Any and all rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining, as well as any after-acquired title, franchise, license, reversion and remainder.

BCB: 321 [illegible]203

5. Every building, structure and improvement of every kind and description now or hereafter erected or placed on the Land, and all materials now owned or hereafter acquired by the Grantor and intended for construction, reconstruction, alteration and repair thereof, all of which materials shall be deemed to be included within the Property immediately on their delivery to the Land (all of which are hereinafter referred to collectively as the "Improvements").

6. All other, further or additional right, title, interest or estate at any time heretofore or hereafter acquired by the Grantor in or to the Land or the Improvements (all of which shall automatically be and become subject to the lien, operation and effect of this Financing Statement upon their acquisition by the Grantor).

7. All of the walks, fences, shrubbery, driveways, fixtures, machinery, apparatus, equipment, fittings, and other goods of every kind and description whatsoever, now owned or hereafter acquired by the Grantor and attached to or contained in and used in connection with any present or future operation of the Land or the Improvements, including, by way of example rather than of limitation, all lighting, laundry, incinerating and power equipment; all engines, boilers, machines, motors, furnaces, compressors and transformers; all generating equipment; all pumps, tanks, ducts, conduits, wire, switches, electrical equipment and fixtures, fans and switchboards; all telephone equipment (except that leased from a telephone company); all piping, tubing, plumbing equipment and fixtures; all heating, refrigeration, airconditioning, cooling, ventilating, sprinkling, water, power and communications equipment, systems and apparatus; all water coolers and water heaters; all fire prevention, alarm and extinguishing systems and apparatus; all cleaning equipment; all lift, elevator and escalator equipment and apparatus; all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interior signs, gas fixtures, stoves, ovens, refrigerators, garbage disposals, dishwashers, cabinets, mirrors, mantles, floor coverings, carpets, rugs, draperies and other furnishings and furniture installed or to be installed or used or usable in the operation of any Improvements or appurtenant facilities erected or to be erected in or upon the Land; and every renewal or replacement thereof or articles in substitution therefor, whether or not the same are now or hereafter attached to the Land in any manner.

8. All of the Grantor's right, title and interest in and to any and all awards heretofore or hereafter made by any federal, state or local governmental or quasi-governmental authority, or by any other authority or corporation, exercising the power of condemnation or eminent domain with respect to any

BOOK 521 PAGE 204

or all of the Property (including, by way of example rather than of limitation, any award for any change of grade or widening of any street or road affecting the Land), all of which awards, rights thereto and shares therein are hereby assigned to the Trustees, subject to the provisions of Section 10 of the Deed of Trust (the Land, all of the buildings and other Improvements, fixtures, personal property, tenements, hereditaments, appurtenances and other property interests hereinabove mentioned being hereinafter referred to collectively as the "Property").

9. All of the Grantor's right, title and interest in, to and under any and all declarations, covenants or restrictions arising out of any property heretofor owned by the Grantor whether such right, title and interest benefits the Land or is personal to the Grantor.

10. Proceeds of collateral, accessions and include after-acquired property are covered hereunder.

11. The said land consists of all of that "Property" (as defined in the Deed of Trust) located in Anne Arundel County, Maryland, which is more particularly described in the Deed of Trust, and in Schedule B attached hereto.

BCB/12-14-87
1561t

BOOK 521 PAGE 20F

SCHEDULE B

FINANCING STATEMENT

by

WINDGATE PARTNERS,
Debtor

and

CONNECTICUT GENERAL LIFE INSURANCE COMPANY,
Secured Party

Description of Property

Being all that parcel of land described in the deed to Mid Atlantic Equipment Company from Theodore Kaplan, Joseph Gistaro and Martin L. Gliech dated February 5, 1979 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2565 at Folio 51 and a part of the land described in the deed to Thomas I. Baldwin and Frank G. Baldwin, Jr. from The Heritage Corporation dated February 1, 1975 and recorded in Liber 2735 at Folio 336 among the aforementioned Land Records and being more particularly described as follows:

Beginning at a pipe set at the northernmost corner of Lot 1, as shown on the plat of subdivision entitled "Truxton Heights" recorded among the aforementioned Land Records in Plat Book 10 as Plat No. 6, thence with a part of the westerly line of said Lot 1, "Truxton Heights"

South 05° 13' 53" East 269.30 feet to a pipe set in the northwesterly right of way line of Spa Road, Maryland Route 387, 40' from centerline, thence with and along a part of the said right of way line of Spa Road the following six (6) courses and distances

South 17° 43' 35" West 294.54 feet to a pipe set

278.86 feet along the arc of a curve deflecting to the right having a radius of 1233.24 feet and a chord bearing and distance of South 24° 12' 16" West 278.27 feet to a point

North 59° 19' 04" West 15.00 feet to a point

19.14 feet along the arc of a curve deflecting to the right having a radius of 1218.24 feet and a chord bearing and distance of South 31° 07' 56" West 19.14 feet to a point

South 58° 25' 04" East 15.00 feet to a point and

30.32 feet along the arc of a curve deflecting to the right having a radius of 1233.24 feet and a chord bearing and distance of South 32° 17' 12" West 30.32 feet to a pipe set, thence running reversely with and along a part of the third or South 59° 54' 54" East 963.48 foot line as described in a deed from G.L.P. Realty Corp. to Dulaney Spa Road Apartments Associates a partnership, recorded among the aforesaid Land Records in Liber 2424 at Folio 60

North 59° 54' 54" West 963.52 feet to an iron pipe set in the South 85° 30' 00" West 430.00 foot line as shown on the plat of subdivision entitled "Section 2, Heritage" and recorded among the aforesaid Land Records in Plat Book 32 as Plat No. 56, thence with said line

North 85° 30' 00" East 256.00 feet to an iron pipe found at the rear common corner of Lots 18 and 19 as shown on said plat, thence continuing with the outline of said plat the two (2) following courses and distances

North 46° 00' 00" East 415.00 feet to a point, thence

North 34° 08' 50" East 241.63 feet to a pipe found at the rear common corner of Lots 11 and 12 as shown on said plat, thence leaving the outline as shown on said plat entitled "Section 2, Heritage" and to include a part of the Storm Drain Easement as shown thereon

North 24° 02' 44" East 223.31 feet to a pipe set on the northerly side of said easement, being also a point on the South 59° 53' 37" East 552.75 foot line as shown on said plat, thence

South 59° 53' 37" East 20.75 feet with said line, to a pipe set thence continuing with the outline of said Storm Drain Easement the five (5) following courses and distances

South 79° 38' 37" East 90.75 feet to a pipe set

North 66° 21' 23" East 57.75 feet to a pipe set

South 81° 23' 30" East 94.75 feet to a pipe set

South 05° 43' 40" West 76.20 feet to a pipe set

South 02° 48' 10" East 196.08 feet to a pipe set, thence

South 02° 48' 10" East 61.18 feet to the place of beginning containing a calculated area of 13.800 acres of land.

BOOK 521 PAGE 207

Being subject to the following:

Right of way for support, slope and drainage as shown on Maryland State Road Commission Right of way plats numbered 39834 and 39835, recorded in Liber 2350 at Folio 746

Sewer right of way granted to the City of Annapolis, recorded in Liber 2388 at Folio 1

Sewer right of way granted to the City of Annapolis recorded in Liber 1301 at Folio 422

Right of way agreement granted to the Baltimore Gas & Electric Company recorded in Liber 1714 at Folio 581

BCB/12-14-87
1561t

BOOK 521 PAGE 203

SCHEDULE C

FINANCING STATEMENT

by

WINDGATE PARTNERS,
Debtor

and

CONNECTICUT GENERAL LIFE INSURANCE COMPANY,
Secured Party

Signature of Debtor

ATTEST:

WINDGATE PARTNERS, a general partnership organized and existing under the law of Maryland,

By: Windgate-Oxford Associates Limited Partnership

By: Oxford Investment Corporation, a general partner

by _____
Name:
Title: AVP

_____

Dated: December __, 1987

MDR 521 PAGE 209

TO BE RECORDED AMONG THE FINANCING STATEMENT (CHATTEL) RECORDS OF ANNE ARUNDEL COUNTY

3

ASSIGNMENT OF FINANCING STATEMENT

1. DEBTOR:

ANNAPOLIS ROADS SECTION 3
LIMITED PARTNERSHIP

ADDRESS:

C/O Harry D. Myerberg
715 St. Paul Street
Baltimore, MD 21202

2. SECURED PARTY:

MARYLAND NATIONAL MORTGAGE CORPORATION

7 East Redwood Street
Baltimore, MD 21202

7

3. This Assignment refers to original Financing Statement recorded as follows:

_____ Among the Land Records of Anne Arundel County, Maryland on August 13, 1986, in Liber 4125 Folio 846

__X__ Among the Financing Statement (Chattels) Records of Anne Arundel County,Maryland on August 13, 1986, in Liber 509, Folio 519, ID#263299

_____ Among the Financing Statement Records of the State Department of Assessments and Taxation on August 14, 1986, in Liber 2839, ID #62268295

_____ Among the Financing Statement Records of Baltimore City, Maryland on August 19, 1987, in Book 412 Page 1693, ID #516143

4. ASSIGNMENT:

The Secured Party hereby assigns all of its right, title and interest in and to the Financing Statement referred to above, including all the collateral covered thereunder to the following:

STATE TEACHERS RETIREMENT BOARD OF OHIO
275 East Broad Street
Columbus, Ohio 43215

RECORD FEE 10.00
POSTAGE .50
#121270 C237 R02 T12:55
12/23/87
JA

SECURED PARTY:

MARYLAND NATIONAL MORTGAGE CORPORATION

BY: _____
Edward J. Murn, President

December 18, 1987

10 53

TO BE FILED IN THE FINANCING STATEMENTS OF ANNE ARUNDEL COUNTY, MARYLAND

STATE OF MARYLAND

FINANCING STATEMENT

BOOK 521 PAGE 210

FORM UCC-1

Identifying File No. 87-1151

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

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
NOT SUBJECT TO RECORDATION TAX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

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 Windgate Partners, a Maryland general partnership

Address c/o Oxford Investments Corporation, 7316 Wisconsin Avenue, N.W., Bethesda, Maryland 20814

RECORD FEE 14.00
POSTAGE .50
#0171JV 0345 ROJ 11:54
12/23/87
JV

2. SECURED PARTY

Name Connecticut General Life Insurance, a Connecticut specially chartered corporation

Address c/o CIGNA Investments, Inc., 900 Cottage Grove Road, Bloomfield, Connecticut 06002
Attn: Asset Management

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

3. Maturity date of obligation (if any) _____

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

SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF.

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)

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

SEE SCHEDULE B ATTACHED HERETO AND MADE A PART HEREOF.

XX (Proceeds of collateral are also covered)

XX (Products of collateral are also covered)

(XXXXXXXXXXXX)

Type or Print Above Name on Above Line

(XXXXXXXXXXXX)

Type or Print Above Signature on Above Line

see Schedule C attached hereto and made a part hereof.

(Signature of Secured Party)
XXXXXXXXXXXXXXXXX

Type or Print Above Signature on Above Line

3 4
5 8 1

BCB/12-14-87
1561t

SCHEDULE A

FINANCING STATEMENT

by

WINDGATE PARTNERS,
Debtor

and

CONNECTICUT GENERAL LIFE INSURANCE COMPANY,
Secured Party

Property Covered by Financing Statement

1. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Reimbursement Agreement of even date herewith, evidencing the Debtor's debt to the Secured Party in accordance with the terms of the Reimbursement Agreement. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations under the provisions of such Reimbursement Agreement, and further agree that the Indemnity Deed of Trust and Security Agreement given by the Debtor to the Secured Party of even date herewith ("Deed of Trust") constitutes a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code as codified in Title 9, Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

2. All of the Grantor's right, title and interest, if any (including any after-acquired title or reversion), in and to the land lying in the bed of any street or road, open or proposed, located wholly or partially within the boundary of the Land or adjacent thereto.

3. All rents, royalties, issues, profits, security deposits, guaranties, payments, leases and tenancies arising out of or in connection with the Property from time to time accruing under leases or tenancies now existing or hereafter created, subject, however, to the provisions hereof.

4. Any and all rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining, as well as any after-acquired title, franchise, license, reversion and remainder.

5. Every building, structure and improvement of every kind and description now or hereafter erected or placed on the Land, and all materials now owned or hereafter acquired by the Grantor and intended for construction, reconstruction, alteration and repair thereof, all of which materials shall be deemed to be included within the Property immediately on their delivery to the Land (all of which are hereinafter referred to collectively as the "Improvements").

6. All other, further or additional right, title, interest or estate at any time heretofore or hereafter acquired by the Grantor in or to the Land or the Improvements (all of which shall automatically be and become subject to the lien, operation and effect of this Financing Statement upon their acquisition by the Grantor).

7. All of the walks, fences, shrubbery, driveways, fixtures, machinery, apparatus, equipment, fittings, and other goods of every kind and description whatsoever, now owned or hereafter acquired by the Grantor and attached to or contained in and used in connection with any present or future operation of the Land or the Improvements, including, by way of example rather than of limitation, all lighting, laundry, incinerating and power equipment; all engines, boilers, machines, motors, furnaces, compressors and transformers; all generating equipment; all pumps, tanks, ducts, conduits, wire, switches, electrical equipment and fixtures, fans and switchboards; all telephone equipment (except that leased from a telephone company); all piping, tubing, plumbing equipment and fixtures; all heating, refrigeration, airconditioning, cooling, ventilating, sprinkling, water, power and communications equipment, systems and apparatus; all water coolers and water heaters; all fire prevention, alarm and extinguishing systems and apparatus; all cleaning equipment; all lift, elevator and escalator equipment and apparatus; all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interior signs, gas fixtures, stoves, ovens, refrigerators, garbage disposals, dishwashers, cabinets, mirrors, mantles, floor coverings, carpets, rugs, draperies and other furnishings and furniture installed or to be installed or used or usable in the operation of any Improvements or appurtenant facilities erected or to be erected in or upon the Land; and every renewal or replacement thereof or articles in substitution therefor, whether or not the same are now or hereafter attached to the Land in any manner.

8. All of the Grantor's right, title and interest in and to any and all awards heretofore or hereafter made by any federal, state or local governmental or quasi-governmental authority, or by any other authority or corporation, exercising the power of condemnation or eminent domain with respect to any

BOOK 521 PAGE 213

or all of the Property (including, by way of example rather than of limitation, any award for any change of grade or widening of any street or road affecting the Land), all of which awards, rights thereto and shares therein are hereby assigned to the Trustees, subject to the provisions of Section 10 of the Deed of Trust (the Land, all of the buildings and other Improvements, fixtures, personal property, tenements, hereditaments, appurtenances and other property interests hereinabove mentioned being hereinafter referred to collectively as the "Property").

9. All of the Grantor's right, title and interest in, to and under any and all declarations, covenants or restrictions arising out of any property heretofor owned by the Grantor whether such right, title and interest benefits the Land or is personal to the Grantor.

10. Proceeds of collateral, accessions and include after-acquired property are covered hereunder.

11. The said land consists of all of that "Property" (as defined in the Deed of Trust) located in Anne Arundel County, Maryland, which is more particularly described in the Deed of Trust, and in Schedule B attached hereto.

BCB/12-14-87
1561t

BOOK 521 PAGE 211

SCHEDULE B

FINANCING STATEMENT

by

WINDGATE PARTNERS,
Debtor

and

CONNECTICUT GENERAL LIFE INSURANCE COMPANY,
Secured Party

Description of Property

Being all that parcel of land described in the deed to Mid Atlantic Equipment Company from Theodore Kaplan, Joseph Gistaro and Martin L. Gliech dated February 5, 1979 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2565 at Folio 51 and a part of the land described in the deed to Thomas I. Baldwin and Frank G. Baldwin, Jr. from The Heritage Corporation dated February 1, 1975 and recorded in Liber 2735 at Folio 336 among the aforementioned Land Records and being more particularly described as follows:

Beginning at a pipe set at the northernmost corner of Lot 1, as shown on the plat of subdivision entitled "Truxton Heights" recorded among the aforementioned Land Records in Plat Book 10 as Plat No. 6, thence with a part of the westerly line of said Lot 1, "Truxton Heights"

South 05° 13' 53" East 269.30 feet to a pipe set in the northwesterly right of way line of Spa Road, Maryland Route 387, 40' from centerline, thence with and along a part of the said right of way line of Spa Road the following six (6) courses and distances

South 17° 43' 35" West 294.54 feet to a pipe set

278.86 feet along the arc of a curve deflecting to the right having a radius of 1233.24 feet and a chord bearing and distance of South 24° 12' 16" West 278.27 feet to a point

North 59° 19' 04" West 15.00 feet to a point

19.14 feet along the arc of a curve deflecting to the right having a radius of 1218.24 feet and a chord bearing and distance of South 31° 07' 56" West 19.14 feet to a point

South 58° 25' 04" East 15.00 feet to a point and

30.32 feet along the arc of a curve deflecting to the right having a radius of 1233.24 feet and a chord bearing and distance of South 32° 17' 12" West 30.32 feet to a pipe set, thence running reversely with and along a part of the third or South 59° 54' 54" East 963.48 foot line as described in a deed from G.L.P. Realty Corp. to Dulaney Spa Road Apartments Associates a partnership, recorded among the aforesaid Land Records in Liber 2424 at Folio 60

North 59° 54' 54" West 963.52 feet to an iron pipe set in the South 85° 30' 00" West 430.00 foot line as shown on the plat of subdivision entitled "Section 2, Heritage" and recorded among the aforesaid Land Records in Plat Book 32 as Plat No. 56, thence with said line

North 85° 30' 00" East 256.00 feet to an iron pipe found at the rear common corner of Lots 18 and 19 as shown on said plat, thence continuing with the outline of said plat the two (2) following courses and distances

North 46° 00' 00" East 415.00 feet to a point, thence

North 34° 08' 50" East 241.63 feet to a pipe found at the rear common corner of Lots 11 and 12 as shown on said plat, thence leaving the outline as shown on said plat entitled "Section 2, Heritage" and to include a part of the Storm Drain Easement as shown thereon

North 24° 02' 44" East 223.31 feet to a pipe set on the northerly side of said easement, being also a point on the South 59° 53' 37" East 552.75 foot line as shown on said plat, thence

South 59° 53' 37" East 20.75 feet with said line, to a pipe set thence continuing with the outline of said Storm Drain Easement the five (5) following courses and distances

South 79° 38' 37" East 90.75 feet to a pipe set

North 66° 21' 23" East 57.75 feet to a pipe set

South 81° 23' 30" East 94.75 feet to a pipe set

South 05° 43' 40" West 76.20 feet to a pipe set

South 02° 48' 10" East 196.08 feet to a pipe set, thence

South 02° 48' 10" East 61.18 feet to the place of beginning containing a calculated area of 13.800 acres of land.

Being subject to the following:

Right of way for support, slope and drainage as shown on Maryland State Road Commission Right of way plats numbered 39834 and 39835, recorded in Liber 2350 at Folio 746

Sewer right of way granted to the City of Annapolis, recorded in Liber 2388 at Folio 1

Sewer right of way granted to the City of Annapolis recorded in Liber 1301 at Folio 422

Right of way agreement granted to the Baltimore Gas & Electric Company recorded in Liber 1714 at Folio 581

BCB/12-14-87
1561t

BOOK 521 PAGE 217

SCHEDULE C

FINANCING STATEMENT

by

WINDGATE PARTNERS,
Debtor

and

CONNECTICUT GENERAL LIFE INSURANCE COMPANY,
Secured Party

Signature of Debtor

ATTEST:

WINDGATE PARTNERS, a general partnership organized and existing under the law of Maryland,

By: Windgate-Oxford Associates Limited Partnership

By: Oxford Investment Corporation, a general partner

by _____
Name:
Title: AVP

_____

Dated: December __, 1987

SC-01

2711772

FINANCING STATEMENT

BOOK 521 PAGE 219

To be filed in the Financing Statement Records of Anne Arundel County, Maryland.

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust (the Security Agreement) securing a debt in the aggregate principal amount of $150,000.00 or so much thereof as may be advanced. THIS FINANCING STATEMENT IS NOT SUBJECT TO TRANSFER TAXES.

NAMES OF DEBTORS:

Dong Joon Huh and
Mi Suk Huh, his wife, and
Yong Ho Kim and
Ok Soon Kim, his wife,

RECORD FEE 16.00
POSTAGE .50
#121400 CAT ROZ T15:39
10/23/87

ADDRESS:

2534 Mountain Road
Pasadena, Maryland

NAME OF SECURED PARTY:

John Hanson Savings Bank, F.S.B.

TRUSTEES:

Gerald A. Cousino
Charles A. Dukes, Jr.

ADDRESS:

11700 Beltsville Drive
Beltsville, Maryland 20705

1. This Financing Statement covers the following items of property located on that certain piece or parcel of land more particularly described on Schedule A attached hereto and made a part hereof:

A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtors and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Security Instrument hereinbefore mentioned.

B. All proceeds of the above described collateral.

C. All contract rights of and from the herein described property or any part thereof.

RETURN TO: POTOMAC LAND TITLE COMPANY
11300 Rockville Pike
Suite 510
Rockville, Maryland 20852

LAW OFFICES
JOHN J DWYER
9470 ANNAPOLIS ROAD
SUITE 117
LANHAM MARYLAND 20706
(301) 459-4000

D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real or personal property described in the Security Agreement heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real or personal property or any improvements thereon to the extent of all amounts which may be secured by said Security Agreement at the date of receipt of any such award or payment by the Secured Party and the reasonable counsel fees, costs, and disbursements incurred by the Secured Party in connection with the collection of such award or payment.

2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, and being known as LOTS 4, 5, 6, 7 & 8, SECTION 115, GREEN HAVEN and more fully described in and conveyed by the Debtors to the Trustees in the Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust constituting the Security Agreement to this secured transaction.

DATED: November 2, 1987

_____ (SEAL)
Dong Joon Huh

_____ (SEAL)
Mi Suk Huh

_____ (SEAL)
Yong Ho Kim

_____ (SEAL)
Ok Soon Kim

AFTER RECORDATION, RETURN TO:

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

LAW OFFICES
JOHN J DWYER
9470 ANNAPOLIS ROAD
SUITE 117
LANHAM, MARYLAND 20706
(301) 459-4000

RETURN TO: POTOMAC LAND TITLE COMPANY
11400 Rockville Pike
Suite 510
Rockville, Maryland 20852

SCHEDULE A

30293

All those lots or parcels of land situate, lying and being in the Third Taxing District of Anne Arundel County, State of Maryland, and described as follows: Being known and designated as Lots numbered 4, 5, 6, 7 and 8, Section 115, on the Plat of "Green Haven", as per plat of the same recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 15, page 7.

LAW OFFICES
JOHN J. DWYER
9470 ANNAPOLIS ROAD
SUITE 117
LANHAM, MARYLAND 20706
(301) 459-4000

Mail to

RETURN TO: POTOMAC LAND TITLE COMPANY
11400 Rockville Pike
Suite 510
Rockville, Maryland 20852

STATE OF MARYLAND

BOOK 521 PAGE 221

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268529

RECORDED IN LIBER 514 FOLIO 364 ON 7/10/87 (DATE)

1. DEBTOR

Name Hutzler Brothers Company (Consignee)

Address One East Joppa Road, Towson, MD 21204

RECORD FEE 10.00
POSTAGE .50
#121510 C237 R02 T08:44
12/24/87
39

2. SECURED PARTY

Name Schottenstein Stores Corp. (Consignor)

Address 1800 Moler Road

Columbus, OH 43207

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

The security interest of secured party in the collateral described in Exhibit A attached hereto has been subordinated to the security interest of Westinghouse Credit Corporation, One Oxford Centre, 301 Grant Street, Pittsburgh, Pennsylvania 15219, in accordance with the terms of a Subordination Agreement between said parties dated September 21, 1987.

To be filed in the County of Anne Arundel with the Clerk of Circuit Courts.

David C. Farrell
Signature of Debtor

CFO
Title

Dated November 16, 1987

Thomas R. Ketteler VP
(Signature of Secured Party)

Thomas R. Ketteler
Type or Print Above Name on Above Line

Debtor:	Secured Party:	Financing Statement No.
Hutzler Brothers Company	Schottenstein Stores Corporation	_____

EXHIBIT A

COLLATERAL DESCRIPTION

All of the following now owned or hereafter acquired personal property of Debtor:

(a) All accounts, accounts receivable, other receivables, contract rights, instruments, documents, chattel paper, notes and general intangibles, including without limitation each of the foregoing whether arising from the sale or other disposition of inventory consigned to the Debtor or otherwise arising (hereinafter collectively referred to as "Intangible Property"); and

(b) All documents of title evidencing any part of said Intangible Property; and

(c) All returned or repossessed goods arising from, or relating to, any sale or other disposition of said Intangible Property; and

(d) All components, accessories, additions, attachments and appurtenances pertaining or attached to any of the foregoing; and

(e) All substitutions, renewals, replacements of and improvements to any of the foregoing; and

(f) All cash and non-cash proceeds and products of or relating to all of the foregoing, whether immediate or remote, and all books, records, computer software, disks or tapes, of or relating to all of the foregoing and to Debtor's inventory.

Initials: _____ (Debtor)

Initials: _____ (Secured Party)

BOOK 521 PAGE 223

EP 73

UNIFORM COMMERCIAL CODE – STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (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)

Alvin Rios
5626 Exeter Street
Churchton, MD 20733

2. SECURED PARTY(IES) AND ADDRESS(ES)

Ford Motor Credit
P.O. Box 637
Moorestown, NJ 08111

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

3. This statement refers to original Financing Statement No. 253691 Dated: 2-26-85

A. Continuation. . . . . ☐	B. Partial Release. . . . ☐	C. Assignment. . . . . ☐	D. Termination . . . . . ☒
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	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:	The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Liber 482
PAGE 564

RECORD FEE 10.00
POSTAGE .50
#210260 CTTT R01 T10:08
12/24/87

4. This transaction is exempt from the Recording Tax.

Filed with: Anne Arundel County

Ford Motor Credit
(NAME OF SECURED PARTY)
By: P. J. Matthews

Dated: December 21, 1987

FMCC
JUN 65 7288-M (MARYLAND ONLY)

10 50

270938

BOOK 521 PAGE 224

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)
PAMELA L. JONES
68 WAYSON'S MOBILE HOME PAR
LOTHIAN, MD. 20711

2 Secured Party(ies) Name(s) and Address(es)
~~MT. VERNON ALLPRO REALTY~~
5484 ~~SOUTHERN MARYLAND BLVD.~~
~~LOTHIAN, MD. 20711~~
JOYE REAL ESTATE
6500 OLD BRANCH AVE.,#201
TEMPLE HILLS MD 20748

4 For Filing Officer Date Time No. Filing Office
RECORD FEE 11.00
POSTAGE .50

5 This Financing Statement covers the following types (or items) of property:
1973
70 X 12 CARRIAGE HILL
65990X11
Rooms
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.
☐ X Products of the Collateral are also covered

6 Assignee(s) of Secured Party and Address(es)
Crescent Financial, Inc. 12/24/87
1623 Forest Drive Suite 201
Annapolis, MD 21401

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

8 Describe Real Estate Here

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

9 Name of a Record Owner

No. & Street Town or City County Section Block Lot

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

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

By PAMELA L. JONES
Signature(s) of Debtor(s)

By Crescent Financial, Inc.
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

STATE OF MARYLAND

BOOK 521 PAGE 225 270999

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR Lessee

Name Worldwide Auditing Services, Inc.

Address 1190 Winterson Road Linthicum Heights, MD 21090

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) L#99471

SEE ATTACHED ADDENDUM

Name and address of Assignee

RECORD FEE 17.00

POSTAGE .50

#210570 C777 R01 T11:03

12/24/87

"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)

For authorization hereof, see attached lease.

_____
(Signature of Debtor) Lessee

Worldwide Auditing Services, Inc.
Type or Print Above Name on Above Line

_____
(Signature of Debtor) Lessee

_____
Type or Print Above Signature on Above Line

EATON FINANCIAL CORPORATION

C. Lynne Campbell
(Signature of Secured Party) Lessor

_____
Type or Print Above Signature on Above Line

1750

NJF 3031699

EATON FINANCIAL CORPORATION

AND SUBSIDIARY, THE LEASE FACTOR, INC.

TM

The Beaumont Building • P.O. Box 9104 • Framingham, MA 01701 • Tel. (617) 620-0099

BOOK 521 PAGE 220

LEASE NUMBER 94471

NAME AND ADDRESS OF LESSEE (Complete Legal Name)

Worldwide Services
P.O. Box 149 1190 Anderson Rd.
Lansdale, Pa Bethlehem, Pa. 21010

SUPPLIER OF EQUIPMENT (Complete Address)

D. F.
8610 Cherry Lane
Laurel Md 20707

PERSON TO CONTACT | TELEPHONE NO ( ) | SALESPERSON | TELEPHONE NO ( )

DESCRIPTION OF EQUIPMENT LEASED / (include make, year, model, identification and model numbers or marks)

SEE ATTACHED ADDENDUM

EQUIPMENT TO BE DELIVERED AND LOCATED AT

TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT ("LEASE")

1. SCHEDULE OF LEASE PAYMENTS DURING INITIAL TERM OF LEASE.

TERM OF LEASE NUMBER OF MONTHS	NUMBER OF PAYMENTS	AMOUNT OF EACH LEASE PAYMENT			TOTAL INITIAL PAYMENT	INITIAL PAYMENT REPRESENTING PAYMENT FOR FIRST AND LAST
		PAYMENT	TAX	OTHER		☐ ONE ☐ TWO ☐ THREE ☐ FOUR
36	36	[illegible]	9.19		[illegible]	OTHER ___ MOS OTHER ___ MOS

ADDITIONAL PROVISIONS

Conf. co. name to be Worlwide Auditing Services, Inc.; also ccnf. payments to be 246.61 + 12.33 w/Judith McNally. D.Schramm

2. LEASE. Eaton Financial Corporation (hereinafter called "LESSOR") hereby leases to the LESSEE the above Equipment (hereinafter called "Equipment") for the number of months and the Lease Payments as set forth above and on the terms and conditions stated herein AND ON THE REVERSE SIDE HEREOF. LESSEE agrees that, if there is any inconsistency between the Terms and Conditions of this Lease and of any of the LESSEE'S written purchase orders, the terms of this Lease will govern. The Lease Payments shall commence when the LESSEE has received Equipment which is equal to fifty percent of the value at cost to LESSOR of all the Equipment to be leased hereunder, and shall continue thereafter to be paid on the same day of each succeeding month in the amount specified and for the total number of payments as provided in the Schedule of Lease Payments as set forth above. All Lease Payments by LESSEE shall be payable at the office of LESSOR or at such other place as LESSOR may from time to time appoint. LESSEE hereby authorizes LESSOR the use of the initial Lease Payments made by LESSEE under this Lease, provided that LESSOR accounts to LESSEE for said payments at the termination of the Lease. THE LEASE PAYMENTS SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD IF THE ACTUAL TOTAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE, AND IN THAT EVENT THE LESSEE AUTHORIZES LESSOR TO ADJUST THE LEASE PAYMENTS UPWARD OR DOWNWARD, NOT TO EXCEED TWENTY PERCENT (20%)

3. WARRANTIES. LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE WITH RESPECT TO SUCH LEASED EQUIPMENT AND HEREBY DISCLAIMS THE SAME. LESSEE has made the selection of the above Equipment from the Manufacturer or Vendor (hereinafter collectively called "SUPPLIER") based on its own judgment and expressly disclaims any reliance upon any statements or representations made by the SUPPLIER. LESSOR IS NOT RESPONSIBLE FOR ANY REPAIRS, SERVICE OR DEFECTS IN THE LEASED EQUIPMENT OR OPERATION THEREOF. In no event shall LESSOR be liable for any indirect, special or consequential damages; and without limiting the generality thereof including for any loss, cost or damage to LESSEE or others arising from defects, negligence, delays, failure of delivery, or non-performance of the Equipment. Any warranty by the SUPPLIER, which is assignable, is herewith assigned to LESSEE by LESSOR without recourse. Such warranty will not release LESSEE from its obligations to LESSOR to make Lease Payments and to keep, maintain, and surrender the Equipment in good condition.

4. DELIVERY AND ACCEPTANCE. The Equipment shall be shipped directly to the LESSEE by the SUPPLIER. LESSEE agrees to accept such delivery of the Equipment and upon installation thereof to execute and deliver to LESSOR the Delivery and Acceptance Receipt submitted by LESSOR. LESSEE further agrees that the validity of this Lease shall not be affected by any delay in the shipment of the Equipment by the SUPPLIER. In the event that LESSEE has not executed and delivered to LESSOR, the submitted Delivery and Acceptance Receipt upon installation of the Equipment, then it shall be conclusively presumed, as between LESSOR and LESSEE, that the Equipment is acknowledged to be in good working order and condition and that LESSEE has accepted and is satisfied that the Equipment constitutes the Equipment specified in this Lease.

By execution hereof, the signer hereby certifies that he has read this Lease consisting of the foregoing and INCLUDING THE REVERSE SIDE HEREOF, and that he is duly authorized to execute this Lease on behalf of the LESSEE, and hereby acknowledges receipt of a copy of this Lease. LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALESMAN OR OTHER AGENT OF THE SUPPLIER IS AN AGENT OF LESSOR. NO SALESMAN OR AGENT OF THE SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND NO REPRESENTATIONS AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE SUPPLIER SHALL IN ANY WAY AFFECT THE LESSEE'S OBLIGATIONS TO PERFORM INCLUDING THE PAYMENT OF THE LEASE PAYMENTS SET FORTH IN THIS LEASE. LESSEE REPRESENTS AND WARRANTS THAT THIS IS A COMMERCIAL AND BUSINESS TRANSACTION AND NOT A CONSUMER TRANSACTION.

EATON FINANCIAL CORPORATION, LESSOR.
AND SUBSIDIARY THE LEASE FACTOR INC.

by C. Lynne Campbell Ins Coord
Authorized Signature and Title

Date 11/6/87

Worldwide Auditing Services, Inc. LESSEE

by [signature]
Authorized Signature and Title

Date 10/29/87

AFFIX SEAL

F. Brian Richter-v.pres.

BOOK 521 PAGE 227

5. USE. LESSEE shall use Equipment solely in the conduct of its business, and in a careful and proper manner, and will not assign this Lease or its interest hereunder. Additionally, the LESSEE at its own cost and expense, shall keep Equipment in good repair, condition and working order and shall furnish any and all parts and labor required for that purpose. LESSEE shall not make any alterations to Equipment without the prior written consent of LESSOR. All Equipment, accessories, parts and replacements for, or which are added to or become attached to Equipment, shall immediately become the property of LESSOR and shall be deemed incorporated in Equipment and subject to the terms of this Lease as if originally leased hereunder. LESSEE covenants that it will make lawful use of the Equipment.

6. LOCATION. Equipment shall be located at the address to which Equipment is to be shipped and shall not be removed from such location without the prior written consent of LESSOR.

7. TIME. Time being of essence to this Lease, in the event that any Lease Payment(s) required to be made hereunder are not received by LESSOR within five (5) days from their due date, LESSEE agrees to pay in addition thereto a delinquency charge equal to five percent (5%) of the amount of said payment(s).

8. LOSS AND DAMAGE. Upon shipment of Equipment to LESSEE, the LESSEE hereby assumes and shall bear the entire risk of loss and damage to Equipment from any and every cause whatsoever.

9. INSURANCE. LESSEE shall keep Equipment insured against all risk of loss or damage from every cause whatsoever in an amount of not less than the aggregate amount of the total unpaid Lease Payments for the balance of the term of this Lease, plus an amount equal to twenty percent (20%) of the actual cost to LESSOR of such Equipment. LESSEE shall deliver to LESSOR a Certificate or other evidence regarding the coverage of the Equipment under a Property Insurance Policy naming the LESSOR as co-insured or loss payee with respect to the Equipment within twenty-one (21) days from the date of the execution by LESSOR of this Lease. In the event that the LEESSE fails to deliver to LESSOR a Certificate or other evidence regarding the coverage of the Equipment under a Property Insurance Policy as set forth above and within the time period as above stated, then LESSOR may procure such insurance, and LESSEE shall pay LESSOR a charge for said insurance.

LESSEE hereby appoints LESSOR as LESSEE'S attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks or drafts for loss or damage to the Equipment under the Property Insurance Policy.

LESSEE shall also carry public liability insurance for both personal injury and property damage covering the maintenance, use or operation of the Equipment, and said Public Liability Insurance Policy shall be in the name of the LESSOR and LESSEE and shall be in such form and contain such terms, amounts, and with such insurance companies satisfactory to LESSOR.

10. LAWS, TAXES AND OTHER FEES. LESSEE shall comply with all laws and regulations relating to the use of the Equipment and shall save LESSOR harmless against actual or asserted violations and pay all costs and expenses of every character in connection therewith or arising therefrom. If compliance with any law, ordinance, rule or permit by any Government agency requires changes or additions to be made on or to Equipment, such changes or additions shall be made by LESSEE at its own expense. LESSEE shall promptly pay, when due, all license fees, registration fees, assessments, charges and taxes, municipal, state and federal (excluding, however, any taxes payable in respect to LESSOR'S income), which now or hereafter be imposed upon the ownership, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of the Equipment. In addition, LESSEE shall pay LESSOR a charge for LESSOR'S handling or collecting of property and/or use taxes.

11. TITLE/RECORDING. Title to Equipment shall at all times remain in LESSOR. The LESSEE shall at all times keep the Equipment free and clear from all levies, attachments, liens, encumbrances and charges or other judicial process of every kind whatsoever, shall give LESSOR immediately written notice thereof and shall indemnify and save LESSOR harmless from any loss or damage caused thereby. LESSEE authorizes LESSOR, its successors, assigns and lenders to LESSOR, to file a carbon, photographic or other reproduction of this Lease as a financing statement for the Equipment, and LESSEE further authorizes LESSOR in LESSEE'S name to execute and file financing statements for the Equipment. Such filings under the Uniform Commercial Code are not intended to imply that this Lease is not a true Equipment Lease Agreement. The Equipment is and shall remain personal property irrespective of its use or manner of attachment to realty, and LESSEE will not cause or permit Equipment to be attached to realty in such manner that it might become part of such realty without securing the prior written consent of LESSOR.

12. DEFAULT. In the event LESSEE shall default in the payment, when due, of any Lease Payment, additional Lease Payment, or any other sums due hereunder for a period of five (5) consecutive days thereafter, or in the event of any other default or breach of the other terms and conditions of this Lease or in the event of any default or breach of the terms and conditions of any other Equipment Lease Agreements or Rental Agreements between LESSEE and LESSOR, or if any execution or other process shall be issued in any action or proceeding against the LESSEE whereby the said Equipment may be taken or distrained, or if the LESSEE shall enter into any agreement or composition with its creditors, or LESSEE becomes insolvent or makes an assignment for the benefit of creditors or a receiver, trustee, conservator or liquidator of LESSEE of all or a substantital part of its assets is appointed with or without the application or consent of LESSEE, or a petition is filed by or against LESSEE under the Bankruptcy Code or any amendment thereto, or under any other insolvency law or laws providing for the relief of debtors, or breach by LESSEE of any of the terms of any loan or credit agreement, or default thereunder, or if the financial condition of the LESSEE'S business affairs shall so change as to, in LESSOR'S opinion, impair LESSOR'S Equipment or increase the credit risk involved, then and upon the happening of any of these event(s), LESSOR shall have the right to do any one or more of the following:

(1) declare this Lease in default upon written notice to LESSEE, whereupon the entire amount of Lease Payments remaining to be paid over the balance of the Lease Term of this Lease of all Equipment then leased hereunder, together with all other obligations as hereinafter set forth, shall become immediately due and payable, and
(2) proceed to appropriate court action or actions at law or in equity or in bankruptcy to enforce performance by LESSEE of the covenants and terms of this Lease and/or to recover damages for the breach thereof, and
(3) terminate this Lease upon written notice to LESSEE, and
(4) whether or not this Lease be so terminated, and without notice to LESSEE, repossess the Equipment wherever found, with or without legal process, and for this purpose LESSOR and/or its agents may enter upon any premises of or under the control or jurisdiction of LESSEE or any agent of LESSEE without liability for suit, action or other proceeding by LESSEE (any damages occasioned by such repossession being hereby expressly waived by LESSEE) and remove the Equipment therefrom.

Notwithstanding the fact that any or all of the Equipment is returned to or repossessed by LESSOR, as aforesaid, LESSEE shall remain liable for, and LESSOR may forthwith recover from LESSEE as liquidated damages, for breach thereof under this Lease, and not as a penalty, in addition to the entire amount of unpaid Lease Payments pursuant to sub-paragraph (1) above, all other unpaid sums or chages that accrued prior to the date of LESSEE'S default, together with all costs and expenses incurred by LESSOR as set forth herein.

If LESSEE fails to redeliver any Equipment to LESSOR, or LESSOR is unable for any reason to effect repossession of any Equipment, or LESSOR in its sole discretion does not repossess any of the Equipment, then, with respect to such Equipment, LESSEE shall be liable for, and LESSOR may forthwith recover from LESSEE as liquidated damages, for breach thereof under this Lease, and not as a penalty, in addition to the entire amount of unpaid Lease Payments pursuant to sub-paragraph (1) above, the sum of twenty percent (20%) of the actual cost to LESSOR of such Equipment, plus all other unpaid sums or charges that accrued prior to the date of LESSEE'S default, together with all costs and expenses incurred by LESSOR as set forth herein.

LESSOR may also recover from LESSEE all costs and expenses, including, without limitation, reasonable attorney's fees, incurred by LESSOR in exercising any of its rights or remedies hereunder.

LESSOR, at its option, may apply the advance Lease Payments against the LESSEE'S obligations under this Lease.

Any repossession, resale or re-lease of any Equipment by LESSOR shall not be a bar to the institution of litigation by LESSOR against LESSEE for damages for breach of this Lease, as hereinbefore provided, and the commencement of any litigation or the entry of judgment against LESSEE shall not be a bar of LESSOR'S rights to repossess any or all of the Equipment.

With respect to any Equipment returned to LESSOR or repossessed by LESSOR pursuant to sub-paragraph (4) above, LESSOR may hold or use such Equipment for any purpose whatsoever, or may sell same at a private or public sale, for cash or credit, or may re-lease same for such term and upon such Lease Payment as shall be solely determined by LESSOR. In the event of the sale or re-leasing by LESSOR of any such Equipment, LESSEE shall be liable for, and LESSOR may forthwith recover from LESSEE as liquidated damages for breach of this Lease, and not as a penalty, in addition to the entire amount of unpaid Lease Payments pursuant to sub-paragraph (1) above, the sum of twenty percent (20%) of the actual cost to LESSOR of such Equipment, plus all other unpaid sums or charges that accrued prior to the date of LESSEE'S default, less the proceeds of any sale or re-leasing of such Equipment, after first deducting therefrom all costs and expenses incurred in repossession, storage, repairs, reconditioning, sale, re-leasing, attorney's fees and collection fees with respect to such Equipment.

To the extent permitted by applicable law, LESSEE hereby waives any rights now or hereafter conferred by statute or otherwise which may require LESSOR to sell, lease or otherwise use any Equipment in mitigation of LESSEE'S damages as set forth in this Paragraph 12 or which may otherwise limit or modify any of LESSOR'S rights or remedies under this Paragraph 12.

In the event that any court of competent jurisdiction determines that any provision of this Lease is invalid or unenforceable in whole or in part, such determination shall not prohibit LESSOR from establishing its damages sustained as a result of any breach of this Lease in any action or proceeding in which LESSOR seeks to recover such damages or the return of its Equipment.

13. CUMULATIVE REMEDIES. All remedies of LESSOR hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of LESSOR to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by LESSOR of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. Damaged occasioned by LESSOR'S taking possession of Equipment are hereby waived by LESSEE. LESSEE waives any right of venue and agrees that all legal, equitable or arbitration actions between LESSEE and LESSOR can be brought in a court of competent jurisdiction at the sole election and determination of LESSOR, and LESSEE consents thereto.

14. RETURN OF EQUIPMENT. On termination or expiration of this Lease, or upon LESSEE'S default, LESSEE shall, at its own cost and expense, return the Equipment to LESSOR at an address specified by LESSOR, in the same condition as received, reasonable wear and tear and normal depreciation excepted. The LESSEE shall, in addition to all other payments due to LESSOR under the terms of this Lease, pay to LESSOR such sums as may be necessary to cover replacement for all damaged, broken or missing parts of the Equipment.

15. RENEWAL. Unless LESSEE, sixty (60) days prior to the expiration of the Lease, notifies LESSOR in writing of its intentions to terminate this Lease at its expiration date, then this Lease shall automatically be extended upon all of the terms and conditions as stated herein for a period of one year from its expiration date without the necessity of the execution of any further instrument or document and shall continue from year to year thereafter under the same terms and conditions until terminated.

16. ASSIGNMENT. This Lease or any Equipment or any Lease Payments or other sums due or to become due hereunder may be transferred or assigned by LESSOR without notice, and in such event LESSOR'S transferee or assignee shall have all the rights, powers, privileges and remedies of LESSOR under this Lease, and LESSEE'S obligations under this Lease shall not be subject to any defense, offset or counterclaim available to LESSEE against LESSOR.

17. CONFLICTS. If any provision of this Lease is in conflict with any statute or rule of law of any state or territory wherein it may be sought to be enforced, then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions of this Lease. For the sole purpose of resolving any problem of conflict of laws with respect solely to filing or recording hereof, it is agreed that questions of filing or recording shall be determined by the law of such place where the Equipment is located. In all other respects, this Lease shall be governed by the Laws of the Commonwealth of Massachusetts.

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

19. CAPTIONS. Captions are intended for convenience or reference only, and shall not be construed to alter or vary the text.

20. ACCESS. LESSEE shall, whenever requested, advise LESSOR of the exact location of the Equipment. LESSOR may, for the purpose of inspections, at all reasonable times, enter upon any job, building, or place where Equipment is located and may remove Equipment forthwith without notice to LESSEE, if Equipment is, in the opinion of LESSOR, being used beyond its capacity or in any manner improperly cared for, abused, or misused.

21. INDEMNITY. LESSEE shall and does hereby agree to indemnify and save LESSOR, its successors and assigns, harmless from any and all liability, damages or loss, including reasonable counsel fees, arising out of the ownership, selection, possession, leasing, renting, operation (regardless of where and how and by whom operated), control, use, condition (including but not limited to latent and other defects, whether or not discoverable by LESSEE), maintenance, delivery and return of the Equipment, or in the event that the LESSEE shall be in default hereunder, arising out of the condition of any item of Equipment sold or disposed of after use by the LESSEE. The indemnities and obligations herein provided shall continue in full force and effect notwithstanding the termination of this Lease.

22. ENTIRE LEASE, CHANGES. This Lease contains the entire agreement between the LESSOR and LESSEE and may not be altered, amended, modified, terminated or otherwise changed, except by a writing sighed by an executive officer of LESSOR. Notwithstanding the foregoing, LESSEE hereby authorizes LESSOR, without further notice, to complete the description of the Equipment to be leased, the quantity thereof, and to fill in any blank spaces on this Lease, and to date this Lease. LESSEE shall pay LESSOR a charge for LESSOR'S documentation in connection with this Lease.

23. MISCELLANEOUS. This Lease shall be valid and enforceable when accepted in writing by LESSOR and shall be governed by the Laws of the Commonwealth of Massachusetts and shall be binding upon LESSOR and LESSEE and their respective legal representatives, successors and assigns.

24. OTHER COVENANTS AND WARRANTIES OF LESSEE. LESSEE agrees that this Lease is irrevocable for the full term thereof, that LESSEE'S obligations under this Lease are absolute and shall continue without abatement and regardless of any disability to use the Equipment or any part thereof because of any reason including, but not limited to, war, act of God, governmental regulations, strike, loss, damage, destruction, obsolescence, failure of or delay in delivery, failure of the Equipment properly to operate, termination by operation of law, or any other cause.

THIS ADDENDUM IS ATTACHED TO AND MADE PART OF AN EQUIPMENT LEASE AGREEMENT EXECUTED BETWEEN EATON FINANCIAL ~~CORPORATION~~, LESSOR, AND WORLWIDE AUDITING SERVICE,INC., LESSEE, DATED 10/28/87

D&F DESKS & FURNISHINGS
We Furnish Business With Answers.

8610 CHERRY LANE
LAUREL, MD 20707
(301) 953-9400

BOOK 521 PAGE 229

Eaton Financial
Corporation
1770 Boston Post Rd.
Suite 250
Guilford, Conn. 06437

Description of Equipment Leased:

1	30 [illegible]	[illegible]
1	161 [illegible]	[illegible]
2	16 [illegible]	[illegible]
1	16 [illegible]	[illegible]
1	44 [illegible]	[illegible]
1	16 [illegible]	[illegible]
2	217 414 [illegible]	[illegible]
1	217 [illegible]	[illegible]
2	217 [illegible]	Side Chair
3	216 [illegible]	Arm/Back Chair
6	217 [illegible]	Side Chair
1	217 414 [illegible]	Side Chair
1	258 [illegible]	Conf. Table
1	855 [illegible]	Lamp
1	855 [illegible]	Lamp

~~2 HC-00302~~ ~~Credit Memo~~

~~1 105-00303~~ ~~Charge~~

LESSEE: Worldwide Auditing Service, Inc.

Brian Richter-V.President

Anne Arundel County

BOOK 521 PAGE 229

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

~~Roll No.~~ Liber 470 Page No. 514

Identification No. 250911 Dated February 14, 1984

1. Debtor(s)
Williams Mobile Offices, Inc.
Name or Names—Print or Type
8656 Pulaski Highway Baltimore, Maryland 21237
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 Street Baltimore Maryland 21201
Address—Street No., City - County State Zip Code

RECORD FEE 10.00
M21050D C777 R01 T11:04
12/24/87

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

Amend Debtor Address to: 8211 Town Center Drive
Baltimore, Maryland 21236

Dated: 12/18/87

The First National Bank of Maryland
Name of Secured Party

Debra M German
Signature of Secured Party

Debra M. German Loan Officer
Type or Print (Include Title if Company)

FNB 1216 NS

Williams Mobile Offices, Inc.
Name of Debtor

Peter L Heumann Vice President
Signature of Debtor Title

160

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 521 PAGE 230
Identifying File No. 271000

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 11/15/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ LESSEE:

Name Capitol Communication Systems, Inc.

Address 7 Chelsea House, 2411 Crofton Lane Crofton, MD 21114

2. ~~SECURED PARTY~~ LESSOR:

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)

See Exhibit A

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#210610 CTT7 R01 T11:06
12/24/87

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)

Capitol Communication Systems, Inc.

(Signature of ~~DEBTOR~~) Lessee

Thomas A. Sutty-President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

(Signature of ~~SECURED PARTY~~) Lessor

Kenneth B. Lukens
Type or Print Above Signature on Above Line

EXHIBIT A BOOK 521 PAGE 231 11/15/87

The equipment leased pursuant to that certain Equipment Lease Agreement dated as of _____, 19, between Lessor, as lessor, and Lessee, as lessee, and proceeds (including insurance proceeds) thereof (but without power of sale); more fully described on the herein schedule. THIS FILING IS MADE FOR INFORMATIONAL PURPOSES ONLY AND IS INTENDED TO REPRESENT A TRUE LEASE.

1	2 Terminal 5MB 2000DC Pentaquick System	
1	Pentakey Security Device	
1	120MB Add on Disk for MV2000Dc	
1	Cartridge Tape system MV2000DC	
1	D214 Dasher CRT Display	
1	Lac to L300 RS232 HH 50ft	
1	L300 Cora Output Moddule AOSVS	
1	Pentapage for the MV2000DC	
1	Pentalink MV2000DC License	
1	Self Study Course AOS VS USER	
1	Pentaspell for MV Series	
1	Linotronic 300 Cora-R Laser Imagesetter Part # 300-60380 Includes: 72 Pica Measure 2 MB CPU Supply & Output Cassette	S/N 11256
1	Laser Printer 8/4 Shared Less: Sales Allowance	S/N 33366
1	100 Font Package	

Initials: DMS / RBL

BOOK 521 PAGE 232

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

271001

DATE: December 18, 1987

( ) Not Subject to Recordation Tax

(XX) Subject to Recordation Tax of $ 33.60

NAME OF DEBTOR (S): The Deringer Group, Inc.

ADDRESS: P.O. Box 299, 335 Cove Road
Riva, MD 21140

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 highspeed 80386 microcomputer with 4.5 megabytes of memory, 130 megabytes of disk storage, and a high resolution (VGA) display screen.

One Hewlett-Packard laser printer.

RECORD FEE 11.00
POSTAGE .50
#210620 C717 R01 T11:06
12/24/87
JH

DEBTOR(S):

The Deringer Group, Inc.
(Company Name)
BY: J. J. Deringer
Joseph J. Deringer, President
BY: _____

BY: _____

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

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: _____
(Authorized Signature)

Paul R. O'Connell, V.P.
(Type Name and Title)

11-80

BOOK 521 PAGE 233
271003

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 Hartford Rental Services, Inc.

Address 731 Baltimore Pike, Bel Air, MD 21014

2. SECURED PARTY

Name John Deere Company

Address 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 25 Mini Excavator
S/N CH0025D001138

RECORD FEE 11.00
POSTAGE .50
#210730 CTT R01 T11:30
12/24/87
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)

X Hartford Rental Service Inc
(Signature of Debtor)

Hartford Rental Services, Inc.
Type or Print Above Name on Above Line

X [illegible] Pres.
(Signature of Debtor)

Elliot Deutsch
Type or Print Above Signature on Above Line

(Signature of Secured Party)

John Deere Company
Type or Print Above Signature on Above Line

11.50

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

BOOK 521 PAGE 234

271903

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 Franklin Bausum, Jr.

Address 495 Central Avenue, Davidsonville, MD 21035

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)

-Used John Deere 750 Utility Tractor, MFWD
S/N CH07506009781
- Used John Deere Loader
S/N TY0067A012840
-Used John Deere #7 Backhoe
S/N TY007A002400

RECORD FEE 11.00
POSTAGE .50
#210740 CTT R01 T11:31
12/24/97

CHECK ☒ THE LINES WHICH APPLY

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

☐ (If collateral is goods which are or are to become fixtures) The above 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 B Franklin Bausum

(Signature of Debtor)

Franklin Bausum, Jr.
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

_____
(Signature of Secured Party)

John Deere Company
Type or Print Above Signature on Above Line

1152

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

To be recorded among the Financing Statements
Records of Anne Arundel County, Maryland

BOOK 521 PAGE 235

271005

☐ TO BE
X NOT TO BE
RECORDED IN LAND RECORDS

☐ SUBJECT TO
X NOT SUBJECT TO
RECORDING TAX ON PRINCIPAL AMOUNT OF
$ ———

FINANCING STATEMENT

Annapolis Copy Center
Name or Names—Print or Type
450 Old Saloman Island Rd. Annapolis, MD 21401
Address—Street No., City - County State Zip Code

1. Debtor(s):
Name or Names—Print or Type
Address—Street No., City - County State Zip Code

2. Secured Party:
Western Newspaper Litho Supply, Inc.
Name or Names—Print or Type
5 Haven Street, North Baltimore, MD 21224-1687
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
1- Baumfolder 714VF Air Feed Folder Model II S/N 87-E-032
1- Ibico Kombo 12" Plastic Binding Machine S/N 151213
1- Agfa Gevaert CR42 Copyrapid Platemaker S/N 1384

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 X are ☐ are not covered.

7. Products of collateral ☐ are ☐ are not covered. N/A

RECORD FEE 11.00
POSTAGE .50
#122910 C055 R02 T16:05
12/28/87
SA

DEBTOR(S):

(Signature of Debtor)
Annapolis Copy Center
Type or Print
(Signature of Debtor)
Christine Montgomery
Type or Print

SECURED PARTY:

Western Newspaper Litho Supply, Inc.
(Company, if applicable)
Ronald C. Stephenson
(Signature of Secured Party)
Ron Stephenson, General Manager
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 Thomas P. Kimmitt, Esq., Whiteford, Taylor & Preston, 7 Saint Paul Street, Suite 1400, Baltimore, MD 21202

Lucas Bros. Form F-1

1100
02

7

BOOK 521 PAGE 236
271003

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

Subject To Recording Tax On Principal Amount Of $238,400.00 Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel County Upon The Filing Of A Deed Of Trust.

RECORD FEE 21.00
POSTAGE .50
#121580 0237 R02 T09:18
12/24/97
JA

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. **DEBTOR:** **MCR CONSTRUCTION, INC.**
709 Monmouth Avenue
Severna Park, Maryland 21146
Attention: Mr. Robert J. Chase
Mrs. Marjorie E. Chase

2. **SECURED PARTY:** **BALTIMORE FEDERAL FINANCIAL, F.S.A.**
300 East Lombard Street
Baltimore, Maryland 21202

Attention: Commercial Lending Division

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:

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

21.00

b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.

d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.

e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.

f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.

g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.

h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.

i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto and consisting of 1 page, being the same property described in a Deed of Trust of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property.

5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

MCR CONSTRUCTION, INC.,
A Maryland Corporation

By: Robert J. Chase (SEAL)
Robert J. Chase,
President

Date: December 9, 1987

BOOK 521 PAGE 239

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

Patrick Ash, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (DRN) 6161

James C. Praley
LESSANS AND TATE.
P.O. Box 1330
Glen Burnie, Maryland 21061

EXHIBIT A

BOOK 521 PAGE 240

BEING KNOWN AND DESIGNATED as Lots No. 1A, 1B, 2A, 2B as shown on the Plat entitled "Resubdivision of Parcel A, Plat 2 Resubdivision of Forest Hills Apartments" which Plat is recorded among the Land Records of Anne Arundel County in Liber 4369, folio 861, together with Lots No. 3A and 3B as shown on the Plat entitled " Resubdivision of Lot 3 of Parcel A, Plat 2 Resubdivision of Forest Hills Apartments, which Plat is recorded among the Land Records of Anne Arundel County in Liber 4429, folio 429.

Mail to Lissard T Tate

1-67-604-8943

11.50

BOOK 521 PAGE 241

271010

FINANCING STATEMENT

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

DEBTOR Russell Brown
(Name or Names)

609 Melvin Ave. Annapolis, MD 21401
(Debtor's Address--Street No., City, County, State)

SECURED PARTY Carey Sales and Service, Inc.
(Dealer's Name)

3141-47 Frederick Ave. Baltimore, MD 21229
(Dealer's Address--Street No., City, County, State)

RECORD FEE 11.00
POSTAGE .50
#017950 C040 R03 T13:37
12/28/87
SA

ASSIGNEE OF SECURED PARTY:

THE CARROLLTON BANK OF BALTIMORE
BALTIMORE STREET AT CARROLLTON AVENUE, BALTIMORE, MARYLAND 21223

1. **This financing statement covers the following items of personal property:**

Make (if Automobile) Or Manufacturer	Description (if Automobile, Body Type)	Serial No.	Motor No.	Model No.	Year
Delfield	Chef Line	110919M		Custom	
Delfield	Worktop Freezer	165539T		403	

2. **If above described personal property is to be affixed to real property, describe real property:**

n/A

3. **This transaction (is) ~~(is not)~~ exempt from the Recordation Tax.** **Consideration $**_____

Dated this 17 **day of** December 19 87

Witness:

Joyce Lammers

Russell E. Brown — **Debtor Signs**

_____ — **Debtor Signs**

_____ — **Debtor Signs**

Attest:

Donna J. Adcock

Jacqueline Fundzak, VP — **Secured Party**

Return to: The Carrollton Bank of Baltimore, Post Office Box 1391, Baltimore, Maryland 21203

77-064

11.50

BOOK 521 PAGE 242

271011

To be recorded
____ among Land Records
__✓__ in Financing Statement Records
____ with State Department of Assessments and Taxation

Not subject to recordation tax:
Principal amount is
$1,950,000

December 11, 1987

The appropriate amount of documentary stamps are affixed to a indemnity deed of trust and security agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

FINANCING STATEMENT

1. Debtor:

COMMONS LIMITED PARTNERSHIP

a Maryland corporation

Address of Debtor:

c/o Northmark Corporation
108 East Read Street
Baltimore, Maryland 21202

2. Secured Party:

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

Address of Secured Party:

Two Hopkins Plaza - Fifth Floor
Baltimore, Maryland 21201
Attn: Ronald D. Mettam, Vice-President

POSTAGE .50
#018190 0345 R03 T15:05
12/29/87

3. This Financing Statement covers all of the Debtor's right, title and interest in and to

3.1. All equipment, machinery, apparatus, fixtures, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is hereinafter described (the "Land") and used or usable in connection with any present or future operation of the Land owned or hereafter acquired by the Debtor, together with all alterations, additions, accessories, and improvements thereto, substitutions therefor and renewals and replacements thereof, including, by way of example rather than of limitation, all heating, lighting, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, 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, sump pumps, attached cabinets, partitions, ducts and compressors, landscaping, 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 such land.

3.2. 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 any part thereof, under the power of eminent 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 Land or any part thereof.

3.3. All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance poilcies covering the Land or any portion thereof, or any of the other property described in this Financing Statement, or any part thereof.

3.4. All of the rents, royalties, issues, profits, revenues, income and other benefits of the Land or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general intangibles growing out of or in connection with any and all leases of the Land, or any part thereof, and of the other property described in this Financing Statement, or any part thereof, both now in existence or hereafter entered into, together with all proceeds (cash and noncash) thereof; all construction contracts, public works agreements, bonds, deposits, construction materials, supplies, lumber, machinery and equipment; and including, without limitation, all cash or securities deposited under any of the above to secure performance by Debtor, its lessees or any others of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of succh terms.

4. The aforesaid items are included as security in a deed of trust and security agreement of even date herewith and given by the Debtor to the trustees named therein, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a debt owed by the Debtor to Mercantile-Safe Deposit and Trust Company. The Debtor is a record owner of the Land.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The Land consists of all of that real property located in Anne Arundel County, Maryland together with all improvements thereon, which is more particularly described in the said indemnity deed of trust and security agreement, and in Exhibit A hereto.

Debtor:

COMMONS LIMITED PARTNERSHIP

By: Golden Limited Partnership,
General Partner
By: Northmark Corporation,
its general partner

by _____(SEAL)

Secured Party:

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

[To the Filing Officer: After this Statement hass been recorded, please mail the same to Barry C. Greenberg, Esquire, Rosenberg Proutt Funk & Greenberg, Suite 2115, 25 South Charles Street, Baltimore, Maryland 21201.]

10640037.S42

ATLANTIC TITLE COMPANY
36 South Charles Street
2301 Charles Center
Baltimore, MD 21201

FROM THE OFFICE OF
GEORGE WILLIAM STEPHENS, JR. & ASSOCIATES, INC.
ENGINEERS
303 ALLEGHENY AVENUE, TOWSON, MARYLAND 21204

EXHIBIT "A"
Description of Block 'K', Parcel 'C', *March 9, 1987*
Baltimore Commons Business Park,
Containing 17.943 acres of land more or less.

Beginning for the same on the southeast side of New Ridge Road, 80 feet wide, at the point designated (1) as shown on the plat entitled "Block 'K', Parcel 'C', Baltimore Commons Business Park, Phase III, Section III", dated July 30, 1986, recorded among the Plat Records of Anne Arundel County, Maryland as Plat No. 5462 in Book 105, Page 37; thence from said place of beginning, binding on the outlines of said Parcel 'C', as shown on said plat, the twelve following lines, viz: 1) North 87° 28' 30" East 13.26 feet, 2) South 84° 35' 41" East 112.89 feet, 3) South 51° 42' 12" East 265.75 feet, 4) North 75° 07' 46" East 398.47 feet, 5) South 85° 58' 28" East 32.00 feet to the point designated (6) as shown on said Plat, thence binding reversely on the outlines of the Flood Plain Area, as shown on said plat, the two following lines: 6) South 45° 04' 15" East 186.00 feet and 7) South 02° 34' 36" West 395.98 feet, thence continuing to bind on the outlines of said Parcel 'C', 8) North 87° 25' 24" West 210.86 feet, 9) South 74° 57' 02" West 570.50 feet, 10) South 13° 01' 18" East 305.20 feet, 11) North 75° 58' 38" West 707.94 feet to intersect the southeast side of New Ridge Road, thence binding thereon, 12) North 30° 42' 45" East 1007.43 feet to the place of beginning.

Containing 17.943 acres of land more or less.

Subject to the following:

1) Two Public Storm Drain Easements, of irregular shapes;

2) One-half of a 20 Foot Utility Easement, the centerline of which is the tenth or South 13° 01' 18" East 305.20 foot line herein described;

3) A 50 Foot Minimum Building Restriction Line adjacent to New Ridge Road;

4) A proposed 30 Foot Rail Easement;

all as shown on said Plat of Block 'K', Parcel 'C'.

Being a part of the plat entitled "Block 'K', Parcel 'C', Baltimore Commons Business Park, Phase III, Section III", dated July 30, 1986, recorded among the Plat Records of Anne Arundel County, Maryland as Plat No. 5462 in Book 105, Page 37.

Mail to Atlantic Title

BOOK 521 PAGE 245 271012

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 Picoma Industries, Inc.

Address 3800 Picoma Drive, Texarkana, TX 75501 *and other debtor on attached Rider

2. SECURED PARTY

Name Fidelcor Business Credit Corporation

Address 810 Seventh Avenue, New York, New York 10019

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

3. Maturity date of obligation (if any) _____

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

All of Debtor's now owned and hereafter acquired accounts, contract rights, chattel paper, general intangibles, instruments, documents, inventory, equipment, fixtures and the products and proceeds thereof, including, without limitation, those items or types of property described on the Rider annexed hereto.

RECORD FEE 13.00
POSTAGE .50
#211230 C055 R01 T14:11
12/28/87
JA

The amount of debt secured by collateral subject to a recordation tax located in Anne Arundel County, Maryland is $ -0-.

CHECK ☑ THE LINES WHICH APPLY

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

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

Picoma Industries, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Beck Manufacturing, Inc.
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Fidelcor Business Credit Corporation
Type or Print Above Signature on Above Line

Filed with: Anne Arundel County, Maryland

13.50

PRINTED BY JULIUS BLUMBERG, INC., 80 EXCHANGE PLACE, NEW YORK

UCC-1 MARYLAND

BOOK 521 PAGE 249

RIDER TO UCC FINANCING STATEMENT
between
DEBTORS: PICOMA INDUSTRIES, INC. and BECK MANUFACTURING, INC.
and
SECURED PARTY: FIDELCOR BUSINESS CREDIT CORPORATION

1. This financing statement also covers the following additional debtor:

Beck Manufacturing, Inc.
East Ninth Street
Waynesboro, Pennsylvania 17268

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

(i) All now owned and hereafter acquired: Accounts (including, but not limited to, accounts receivable arising from sales of goods or rendition of services or any other transaction involving the sale or exchange of goods or services, whether payable in money or in goods), all interests in all goods represented by all Accounts and all returned, reclaimed or repossessed goods with respect thereto, all rights as an unpaid vendor, including stoppage in transit, replevin or reclamation, all additional amounts due from any Account Debtor irrespective of whether such additional amounts have been specifically assigned to Secured Party; Contract Rights (including, without limitation, all rights in and to all contracts, agreements, leases, commitments, licenses, customer and purchase orders, product warranties and service agreements); Chattel Paper; General Intangibles (including, but not limited to, tax and duty refunds, patents, patent applications, trademarks, trademark applications, tradenames and tradestyles, copyrights, copyright applications, trade rights, whether or not registered, trade secrets, service marks, goodwill, processes, customer lists, licenses (whether as licensor or licensee), government licenses and contracts, choses in action and other claims), Documents; Instruments; all guaranties, leases (with respect to both real and personal property), letters of credit, bankers' acceptances, guaranties or agreements or property securing or relating to any of the items referred to above, all cash monies, deposits, securities, bank accounts, deposit accounts, credits and other property now or hereafter held in any capacity by Secured Party or any other entity which, at any time, participates in Secured Party's financing of Debtor;

(ii) All Goods, including, but not limited to:

(a) all Inventory, wherever located, whether now owned or hereafter acquired, of whatever kind, nature or description, and any other personal property now or hereafter owned by Debtor, which are held for sale, exchange or lease or which constitute raw materials, work-in-process, finished goods, or materials used or consumed or to be used or consumed in Debtor's business, or the processing or shipping of the same, and the products of all of the foregoing, in whatever form and wherever located; and all names or marks affixed to or to be affixed thereto for purposes of selling same by seller, manufacturer, lessor or licensor thereof and all right, title and interest of the Debtor therein and thereto; and

(b) all Equipment and Fixtures, wherever located, whether now owned or hereafter acquired, including, without limitation, any and all machinery and equipment used in connection with the manufacture, sale, exchange or lease of goods or rendition of services, tooling, tools, telephone equipment, computers and related computer equipment and accessories (including software and records), motor vehicles and related equipment and accessories, furniture and fixtures, and any and all additions to and substitutions and replacements of any of the foregoing, together with all attachments, components, parts, and accessions installed thereon or affixed thereto, and all of Debtor's existing and future leasehold interests in Equipment;

(iii) All present and future books and records relating to any of the above including, without limitation, all tapes, cards, computer programs, runs and computer data in the possession or control of the Debtor, any computer service bureau or other third party;

(iv) Any and all Products and Proceeds of the foregoing in any form including, without limitation, all insurance proceeds and any claims against third parties for loss or destruction of or damage to any or all of the foregoing.

All capitalized terms used above shall have the meanings set forth in the Uniform Commercial Code.

BECK MANUFACTURING, INC.

By: _____ _____
(Signature of Additional Debtor) Title

SDL6/D6/bg

Mail to Tidelson

BOOK 521 PAGE 248

271013

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-Financial Leasing Corp.

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 11/9/87, Schedule #02, dated 11/9/87 between Assignor as Lessor and LEASE ACCOUNT # 901178 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated November 25, 1987 between Assignor and Assignee:

2 (two) Forming dies for C5-19-855 retainers

RECORD FEE 11.00

POSTAGE .50

#211280 C055 R01 T14:18

12/28/87

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)

TransFinancial Leasing Corp.

Frank J. Sarro, III

(Signature of Debtor)

Frank J. Sarro, III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey, Exec. V.P.

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

11.50

1344

BOOK 521 PAGE 249

271014

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-Financial Leasing Corp.

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.

RECORD FEE 11.00
POSTAGE .50
#211280 COST RO1 T14:18
12/28/87

3. Maturity date of obligation (if any)_____

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

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 11/9/87, Schedule # 01, dated 11/9/87 between Assignor as Lessor and LEASE ACCOUNT # 901178 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated November 25, 1987 between Assignor and Assignee:

See attached equipment list

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Sarro, III

(Signature of Debtor)

Frank J. Sarro, III, President

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 EVP

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

1150

1193

EQUIPMENT LIST

BOOK 521 PAGE 250

2 (two)	LMP-10 Freon Detectors Modified for R12 Use with 1000 PPM Upstream Concentration
1 (one)	Q107 Chuck with Adaptors, S/N7737
1 (one)	Micro Laser Particle Counter, Model ULPC-110 S/N 11221-0887-36

TransFinancial Leasing Corp.

BY: Frank J. Sanzo III

TITLE: President

Irvington Federal Savings & Loan Association

BY: [illegible]

TITLE: EVP

BOOK 521 PAGE 251

271015

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-Financial Leasing Corp.

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.

RECORD FEE 11.00
POSTAGE .50
M21330 0055 R01 T14:21
12/28/87
JA

3. Maturity date of obligation (if any)_____

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

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 10/29/87, Schedule # 01, dated 11/10/87 between Assignor as Lessor and LEASE ACCOUNT # 720178 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated November 25, 1987 between Assignor and Assignee:

See attached equipment list

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

(Signature of Debtor)

Frank J. Sarro, III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

11.50

1341

TeamCare, Incorported

Schedule 01

BOOK 521 PAGE 252

EQUIPMENT LIST

QUANTITY	DESCRIPTION
1 (one)	DP386 MOD40 W/387
2 (two)	DP 286/12 MOD 1
1 (one)	MAXTOR XT1140 DR
1 (one)	TECMAR QT 125E TPE
3 (three)	VIDEO DSPL CONT BD
3 (three)	DSKPRO AMBER MONITR
1 (one)	LASERJET II
1 (one)	2410 IBM PARL PRNTR
2 (two)	PARALLEL TO IBM 6FT
10 (ten)	256K CHIP SET 120NS
1 (one)	3COM E-LINK PLUS CD
3 (three)	3 COM ELNK CD W/O SW
1 (one)	3COM TERM. KIT-THIN
1 (one)	THIN CABLE 100M
1 (one)	PORT III EXP UNIT
1 (one)	ADV NTWARE 286 2.0A
1 (one)	BL DP HD INSTL KIT
1 (one)	BL DP286 CNTRLR CD
1 (one)	NET INSTALL 1-5

TransFinancial Leasing Corp.

BY: _____

TITLE: V.P.

Irvington Federal Savings & Loan Association

BY: _____

TITLE: CVP

BOOK 521 PAGE 253

271016

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-Financial Leasing Corp.

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.

RECORD FEE 11.00

POSTAGE .50

3. Maturity date of obligation (if any)_____

#21330 C055 R01 T14:25

12/28/87

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

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 10/27/87, Schedule # 01, dated 10/28/87 between Assignor as Lessor and LEASE ACCOUNT # 201787 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated November 25, 1987 between Assignor and Assignee:

1 (one) IBM Copier Duplicator - Model 8885
s/B 0001213 w/Stapler (Model 1643)

CHECK ☒ THE LINES WHICH APPLY

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

☐ (If collateral is goods which are or are to become fixtures) The above 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-Financial Leasing Corp.

_____
(Signature of Debtor)

Frank J. Sarro, III, President
Type or Print Above Signature on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

_____
(Signature of Secured Party)

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

Filed with Anne Arundel County

11.50

1340

BOOK 521 PAGE 254

271017

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.

RECORD FEE 11.00
POSTAGE .50
#211340 C055 R01 T14:25
12/28/87
JA

3. Maturity date of obligation (if any)_____

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

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated October 20, 1987, Schedule # 01, dated October 26, 1987 between Assignor as Lessor and LEASE ACCOUNT # 201780 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated November 25, 1987 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III

(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

1 FEE 11.50

1039

BOOK 521 PAGE 250

EQUIPMENT LIST

QUANTITY	DESCRIPTION
1 (one)	Qantel System 45xp S/N G-62871 Including: Q30.5 Processor, 512K Memory, 8 Slot I/O Backplane, Four Channel Controller, Hub Unit, 75MB Disc Drive, 1/4" Streaming Cartridge Tape Drive, and Integral Real Time Clock - Model #45xp/75
1 (one)	Four Channel Controller - Model 4807
3 (three)	VT6 Workstations (Amber) - Model 4051-2 - S/N's G00 56717, G00 58354, and G00 58327
1 (one)	850 CPS OTC Printer - S/N A 2511 - Model OTC850XL
8 (eight)	Concord 2400 Baud Modem - Model CDS224-01
1 (one)	Remote Parallel Interface Box (RPI)
1 (one)	Qiclook - 7403 Model
1 (one)	QIC/CALC - Model 7416
1 (one)	TURNS Package

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarro III

TITLE: Frank J. Sarro, III, Exec. VP

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

BY: William J. Ottey

TITLE: William J. Ottey, Exec. VP

BOOK 521 PAGE 253

FINANCING STATEMENT FORM UCC-1

Identifying File No. 221018

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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.

RECORD FEE 11.00
POSTAGE .50
#211350 0055 R01 T14:26
12/28/87
JA

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 6/18/87, Schedule #01, dated 6/24/87 between Assignor as Lessor and LEASE ACCOUNT # 881607(R) as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 11/25/87 between Assignor and Assignee:

See attached equipment list

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro

(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

1500

1007

SCHEDULE 01 (R)

BOOK 521 PAGE 257

EQUIPMENT LIST

QUANTITY	DESCRIPTION
1	Safe Melink 200XS
1	Hand Sink Eagle/HSA10FO
1	3 Compartment Sink Eagle/41216318L&R
1	Dunnage Rack New Age 1005
1	Filtrator RF Hunter E080E
1	Set Filters RF Hunter
1	Potato Cutter Bloomfield #29
1	Die Cutter Head Bloomfield 3/8"
1	Dunnage Rack Advance/1006
2	Fry Baskets Racks Crescor/229FF20
5	Quick Disconnects & Hoses Avtec
1	Refrigerator Glencoe RS6E
1	Time Clock Cincinnati 115V
1	Cash Register Omron RS1811
1	Hood System (dry) Aqua Matic/8'
5	Fryers-Gas Pitman 14BA
5	Caster Sets Pitman
80	Baskets Pitman
1	Filter Miroil
1	Ice Machine Nelco/C61
1	Ice Bin Nelco/B100P
1	Hot Warmer w/lids TM1220FW120T
1	Smallwares Package Boardwalk Fries
1	Uniform Set Up Boardwalk Fries
1	Form Set Up Boardwalk Fries
1	Menu Board & Sign
	Architectural Plans

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarro III

TITLE: Frank J. Sarro III, Exec.V.P.

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

BY: William J. Ottey EVP

TITLE: William J. Ottey, Exec.V.P.

BOOK 521 PAGE 253 271013

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-Financial Leasing Corp.

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.

RECORD FEE 11.00
POSTAGE .50
#211360 C055 R01 T14:2
12/28/87
JA

3. Maturity date of obligation (if any)_____

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

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 11/19/87, Schedule # 01, dated 11/24/87 between Assignor as Lessor and LEASE ACCOUNT # 911178 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 12/7/87 between Assignor and Assignee:

1 (one) NLB Model 20250 225CD, High Pressure Liquid Blaster, S/N 783240

1 (one) Model CB 4100 Spin Jet

CHECK ☒ THE LINES WHICH APPLY

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

☐ (If collateral is goods which are or are to become fixtures) The above 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 Financial Leasing Corp.

(Signature of Debtor)

Frank J. Sarro, III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County.

11.50

1345

BOOK 521 PAGE 259

FINANCING STATEMENT FORM UCC-1

Identifying File No. 221020

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 December 14, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-Financial Leasing Corp.

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.

RECORD FEE 11.00

POSTAGE .50

#21370 0055 001 T14:27 12/28/87

3. Maturity date of obligation (if any) _____

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

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated November 23, 1987, Schedule # 01, dated November 28, 1987 between Assignor as Lessor and LEASE ACCOUNT # 117832 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 December 14, 1987 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Sarro, III

(Signature of Debtor)

Frank J. Sarro, III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with _____

1F56

1348

BOOK 521 PAGE 231

EQUIPMENT LIST

QUANTITY	DESCRIPTION
1 (one)	Melink 200 XS Safe
1 (one)	Eagle HSA 10f0 Handsink
1 (one)	Eagle 41216318 L & R Compartment Sink
1 (one)	Advance 1005 Dunnage Rack
1 (one)	rf Hunter E080E Filtrator
1 (one)	Bloomfield 3/8" Head
1 (one)	Advance 1006 Dunnage Rack
2 (two)	CresCor 229FF20 Fry Basket Racks
4 (four)	Avtec QuickDisconnect Hoses
1 (one)	Bloomfield #29 Potato Cutter
1 (one)	RS6E Glencoe Refrigerator
1 (one)	115V/Cincinnati Time Clock
1 (one)	OMRON RS-18-11 Hood System (Dry)
1 (one)	Aqua Matic/6' Hood System (Dry)
4 (four)	Pitman 14BA Std Gas Fryers
4 (four)	Pitman Sets of Casters
70 (seventy)	Pitman Baskets
1 (one)	Miroil Filter
1 (one)	Nelco/C84WP Ice Machine
1 (one)	Nelco/B80P Bin w/Attachment
1 (one)	Eagle HSA 10F0 Hot Warmer w/Lids
1 (one)	Metal Masters Shelf
1 (one)	Boardwalk Fries Smallwares Package

TransFinancial Leasing Corp.

BY: _____

TITLE: Pres.

Irvington Federal Savings & Loan Association

BY: _____

TITLE: V.P.

BOOK 521 PAGE 201

271021

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 Dec. 14, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-Financial Leasing Corp.

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.

RECORD FEE 11.00
POSTAGE .50
#211360 D055 R01 T14:27
12/28/87
SA

3. Maturity date of obligation (if any) _____

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

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated November 23, 1987, Schedule # 02, dated November 28, 1987 between Assignor as Lessor and LEASE ACCOUNT # 117832 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 December 14, 1987 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

_____
(Signature of Debtor)

Frank J. Sarro, III, President
Type or Print Above Signature on Above Line

_____
(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

_____
(Signature of Secured Party)

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

Filed with Anne Arundel County

_____

11.50

1399

BOOK 521 PAGE 282

EQUIPMENT LIST

QUANTITY	DESCRIPTION
1 (one)	Melink 200 XS Safe
1 (one)	Eagle HSA 10F0 Handsink
1 (one)	Eagle 41216318 L & R Compartment Sink
1 (one)	Advance 1005 Dunnage Racks
1 (one)	RF Hunter E080E Filtrator
1 (one)	RF Hunter Filters
1 (one)	Bloomfield #29 Potato Cutter
1 (one)	Bloomfield 3/8" Head
1 (one)	Advance 1006 Dunnage Rack
2 (two)	CresCor 229FF20 Fry Racks
4 (four)	Avtec Quick Disconnects and hoses
1 (one)	RS6E Glencoe Refrigerator
1 (one)	115V Cincinatti Time Clock
1 (one)	Omron RS 18 11 Cash Register
1 (one)	Aqua Matic 6' Hood System (Dry)
4 (four)	Pitman 14BA Standard Gas Fryers
4 (four)	Pitman Casters sets
70 (seventy)	Pitman Baskets
1 (one)	Miroil Filter
1 (one)	Nelco C84WP Ice Machine
1 (one)	Nelco B80P Ice Bin w/attachment
1 (one)	Eagle/HSA 10f0 Hot Warmer with lids

TransFinancial Leasing Corp.

BY: Frank J. Sanzo II

TITLE: President

Irvington Federal Savings & Loan Association

BY: Linda Scutty

TITLE: Vice

BOOK 521 PAGE 263

271022

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 Dec. 14, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-Financial Leasing Corp.

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.

RECORD FEE 11.00
POSTAGE .50
#211390 C055 R01 T14:2
12/29/87

3. Maturity date of obligation (if any)_____

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

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated November 9, 1987, Schedule # 03, dated November 25, 1987 between Assignor as Lessor and LEASE ACCOUNT # 901178 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 December 14, 1987 between Assignor and Assignee:

1 (one) - Particle Test Station Software, Model PTS-100-SO
1 (one)- Micro Laser Particle Counter, Model ULPC-1001, S/N 11221-1187-03

CHECK ☒ THE LINES WHICH APPLY

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

☐ (If collateral is goods which are or are to become fixtures) The above 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 Financial Leasing Corp.

Frank J. Sarro III

(Signature of Debtor)

Frank J. Sarro, III, President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

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

Filed with Anne Arundel County

11.50

1150

STATE OF MARYLAND BOOK 321 PAGE 264

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271023

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Dec. 21, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Insure Link Corporation

Address 2661 Riva Road, Annapolis, Maryland 21401

2. SECURED PARTY

Name E & S Facilities, Inc.

Address 31 Inverness Parkway, Suite 280

Birmingham, Alabama 35243

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

RECORD FEE 37.00
POSTAGE .50
#211430 C055 R01 T14:37
12/28/87
JA

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

Please see attached "Consent Order", filed in the United States District Court for Maryland, Case No. 87-MISC-3224 at p.2 - "Security Agreement", as originally filed in the United States District Court for the Northern District of Alabama, Case No. 85-L-3223-S.

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

See attached Consent Order
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Thomas L. Crowe
(Signature of Secured Party)

Thomas L. Crowe
Type or Print Above Signature on Above Line

Attorney for E & S Facilities, Inc.

37.50

BOOK 521 PAGE 265

CERTIFICATION OF JUDGMENT

FILED ENTERED
LODGED RECEIVED

United States District Court

NOV 30 1987

FOR THE

NORTHERN DISTRICT OF ALABAMA

AT BALTIMORE
CLERK U.S. DISTRICT COURT
DISTRICT OF MARYLAND
BY DEPUTY

CIVIL ACTION FILE NO. CV 85-L-3223-S

MISC 3224

E & S FACILITIES, INC., a corporation

vs.

DATA SOLUTIONS, INC.; LINDA VERBETEN; COOK GROUP, INC., an Indiana Corporation; INSURE LINK, INC.

JUDGMENT

CERTIFICATION OF JUDGMENT FOR REGISTRATION IN ANOTHER DISTRICT

I, CHARLES T. CLIVER, Clerk of the United States District Court for the Northern District of Alabama, do hereby certify the annexed to be a true and correct copy of the original judgment entered in the above entitled action on September 24, 1987, as it appears of record in my office, and that

• no notice of appeal from said judgment has been filed in my office and the time for appeal commenced to run upon the entry of the judgment.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the said Court this 5th day of November 1987.

Charles T. Cliver, Clerk

By Martha P. Todd Deputy Clerk

• When no notice of appeal from the judgment has been filed, insert "no notice of appeal from the said judgment has been filed in my office and the time for appeal commenced to run on [*insert date*] upon the entry of [If no motion of the character described in Rule 73(a) F.R.C.P. was filed, here insert 'the judgment', otherwise describe the nature of the order from the entry of which time for appeal is computed under that rule.] If an appeal was taken, insert "a notice of appeal from the said judgment was filed in my office on [*insert date*] and the judgment was affirmed by mandate of the Court of Appeals issued [*insert date*]" or "a notice of appeal from the said judgment was filed in my office on [*insert date*] and the appeal was dismissed by the [insert 'Court of Appeals' or 'District Court'] on [*insert date*]", as the case may be.

MISCELLANEOUS DOCKET
UNITED STATES DISTRICT COURT

DOCKET NO. BOOK 521 PAGE 324

INSTITUTED: November 30, 1987

TITLE OF CASE	ATTORNEYS
E&S FACILITIES, INC a corporation vs DATA SOLUTIONS, INC., LINDA VERBETEN: COOK GROUP, INC an Indiana Corp and INSURE LINK, INC Basis of Action: Recording of Judgment Under Title 28, USC Section 1963	For plaintiff: Andrew P. Camabell Jackd W. Selden LEITMAN, SIEGAL & PAYNE, P.C. 425 First Alabama Bank Building Birmingham, AL 25203 For defendant:

MEMORANDA	DATE	NAME OR RECEIPT NO.	RECEIVED	DISBURSED

DATE	PROCEEDINGS	Date Order or Judgment Noted

BOOK 521 PAGE 267

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

FILED

SEP 24 1987

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
CHARLES T. CLIVER, CLERK

E & S FACILITIES, INC., a corporation,	:	
Plaintiff,	:	MISC 3224
vs.	:	CIVIL ACTION NO. CV 85-L-3223-S
DATA SOLUTIONS, INC., et al.,	:	
Defendants.	:	

ENTERED

SEP 24 1987

CONSENT JUDGMENT

The joint Motion of E & S Facilities, Inc. ("E & S") and defendants Insure-Link Corporation ("Insure-Link"), Data Solutions, Inc. ("DSI") and Linda Verbeten ("Verbeten") to enter this Judgment having been considered and the parties having advised the Court that this Consent Judgment encompasses and incorporates the terms of the settlement between the parties;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. FINAL JUDGMENT.

Final Judgment is hereby entered on behalf of E & S Facilities, Inc. against defendants Insure-Link and Data Solutions, Inc. for the sum of Sixty Thousand Dollars ($60,000.00). The parties hereby agree and the Court hereby directs that defendants shall satisfy this Judgment by the payment of Thirty Thousand Dollars ($30,000.00) on

Microfilmed
Date
09DEC 1987

or before November 1, 1987 and the payment of Thirty Thousand Dollars ($30,000.00) on or before February 1, 1988 together with interest on the sum of Sixty Thousand Dollars ($60,000.00)at the rate of 10% per annum from the date of this Judgment. E & S agrees that it shall withhold execution on the Judgment so long as the Judgment is satisfied by payment in accordance with this Order. However, should defendants Insure-Link and DSI fail to make the Thirty Thousand Dollars ($30,000.00) payment on or before November 1, 1987, E & S shall have all rights to execute immediately upon the Judgment for the full amount thereof. The parties agree that this Judgment may be registered and recorded in all appropriate courts immediately upon its entry.

2. SECURITY AGREEMENT.

In addition to the Judgment created by the registration and recording of this Judgment, as security for the payment of the Judgment as set forth in the preceeding paragraph, Insure-Link and DSI hereby assign and grant to E & S a security interest in and to all of the real and personal property and assets of InsureLink and DSI including, without limitation, all contracts, accounts receivable, contracts receivable, inventory, equipment, furniture, fixtures, land, and intangibles owned now or hereafter by Insure-Link and DSI and any proceeds thereof as

defined by the Uniform Commercial Code of the State of Maryland. In granting this security interest, this security interest shall not be deemed a satisfaction of this Judgment but security for payment thereof in accordance with paragraph 1 hereinabove. As a secured creditor E & S shall have all the rights of a secured creditor granted by the Uniform Commercial Code of the State of Maryland including all remedies available to a secured creditor upon default. In addition to a security interest in all of its assets, InsureLink and DSI hereby assign and grant to secured party E & S a security interest in and to computer equipment, more particularly described as on Attachment A to this document, which Insure-Link and DSI own and to which they have represented to E & S has an equity of approximately One Hundred Fifty Thousand Dollars ($150,000.00).

3. GUARANTY OF VERBETEN.

To further secure payment of the Judgment on the terms set forth hereinabove, defendant Linda Verbeten agrees to execute separately from this Consent Judgment a Guaranty Agreement guaranteeing Thirty Thousand Dollars ($30,000.00) of the Judgment against Insure-Link and DSI provided, however, that said guarantys shall provide that E & S must reasonably pursue all remedies through courts and appropriate bankruptcy proceedings to collect the Judgment against InsureLink and DSI prior to taking action against Verbeten to enforce or collect said guaranty.

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4. DISMISSAL OF VERBETEN.

All claims pending in this action against Verbeten are hereby dismissed with prejudice, provided, however, that said dismissal shall not affect any claims of E & S against Verbeten arising from the guaranty to be executed in connection herewith as described hereinabove.

5. COSTS.

Each party shall bear its own costs and attorney's fees in this action.

DONE this the 24th day of September, 1987.

Seybourn H. Lynne
SEYBOURN H. LYNNE
United States District Judge

ACCEPTED AND APPROVED:

INSURELINK, INC.

By: [signature]
Its: President

DATA SOLUTIONS, INC.

BY: [signature]
Its: President

LINDA VERBETEN

WILLIAM A. DUERK
Attorney for InsureLink, Inc., Data Solutions, Inc. and Linda Verbeten

E & S FACILITIES, INC.

BY: Randy McKinney

Its: V.P. Finance

ANDREW P. CAMPBELL
Attorney for E & S Facilities, Inc.

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ATTACHMENT A

Ultimate Honeywell model D 70/10 processor, 10 slot bus, 288 mega bite disk drive and controller, 1600/75 IPS tape drive and controller, 8 ports, paralell printer controller, [2nd] 288 MB disk drive, quantity (2) 4 ports, quantity (2) 16 ways, battery backup, (30) terminals, (1) bisync, (1) 9 slot, (2) 300 lpm printers, (1) 150 lpm printer.

Serial Numbers of the above:

CPU: 2220322204
Tape Drive: 106970
Tape Drive: 67781
300 lpm printers: A 1255, A33292
150 lpm printer: M 4014

William A. Duerk
Attorney for Data Solutions, Inc.
and InsureLink Corporation

Andrew P. Campbell
Attorney for E & S Facilities, Inc.

Anne Arundel Co.
A/C# C-02-04983-1

271173

STATE OF MARYLAND BOOK 521 PAGE 273

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 Glen Burnie Hauling, Inc.

Address 1760 West Drive Pasadena, MD 21122

2. **SECURED PARTY**

Name Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales

Address 8540 Pulaski Highway Baltimore, MD 21237

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

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

3. Maturity date of obligation (if any) _____

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

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

ASSIGNEE OF THE SECURED PARTY:
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK ☒ THE LINES WHICH APPLY

RECORD FEE 17.00
POSTAGE .50
#211450 D055 R01 T14:42
12/28/87
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)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Glen Burnie Hauling, Inc.
See attached for originial 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)

Type or Print Above Signature on Above Line

LARRY F. KIMMEL, ADMIN. V.P.

17.50

1987 DEC 21 A 9:18

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

BOOK 521 PAGE 274

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated December 17, 1987, between Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales, as Seller/Lessor/Mortgagee and Glen Burnie Hauling, Inc. (Name) 1760 West Drive Pasadena, MD 21122 (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 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 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 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 $ 35,970.12

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 17th day of December 19 87

Chesapeake Ford Truck Sales, Inc.
T/A Chesapeake Truck Sales
(Seller/Lessor/Mortgagee)

By Steven L. Klemm VP

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

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CREDIT ALLIANCE CORPORATION

CONDITIONAL SALE CONTRACT NOTE

TO: Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales ("Seller")
8540 Pulaski Highway Baltimore, MD 21237 (Address of Seller)

FROM: Glen Burnie Hauling, Inc. ("Buyer")
1760 West Drive Pasadena, MD 21122 (Address of Buyer)

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

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) 1987 Ford Model CF7000 Cab & Chassis w/22' Van Body,
S/N 9BFXH70P5HDM01518

(1) TIME SALES PRICE	$ 46,220.12
(2) Less DOWN PAYMENT IN CASH	$ -0-
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance)	$ 10,250.00
(4) CONTRACT PRICE (Time Balance)	$ 35,970.12

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 1760 West Drive Pasadena, MD 21122

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Thirty five thousand nine hundred seventy and 12/100********** ********** Dollars ($ 35,970.12)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 17th day of January, 19 88, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of $ 999.17 and the final installment being in the amount of $ 999.17 with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisement and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

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

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

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

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

Date: December 17, 19 87

Accepted Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales (SEAL)
(Print Name of Seller Here)

By: Steven L Kleeman VP

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

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

This instrument prepared by _____

BUYER(S)-MAKERS(S):

Glen Burnie Hauling, Inc. (SEAL)
(Print Name of Buyer-Maker Here)

By: Michael Gunther Pres.

Co-Buyer-Maker:
Michael Gunther, Pres. (SEAL)
(Print Name of Co-Buyer-Maker Here)

By: _____

CAL 2XD(1-75) _____ (See Instructions on Reverse Side of Last Page)

© 1975 CREDIT ALLIANCE CORPORATION

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ORIGINAL FOR FILING-NON-NEGOTIABLE

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of la) 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 jurisidiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

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

GUARANTORS-ENDORSERS SIGN HERE:

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

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

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

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

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

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

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

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

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

Date: _____, 19 ____

_____ _____ (SEAL)
(Witness) (Corporate, Partnership or Trade Name or Individual Signature)

By: _____
(Signature: Title of Officer, "Partner" or "Proprietor")

Signature of Seller

521-277

not used

12-28-87

BOOK 521 PAGE 278

271021

Maryland Financing Statement All information must be typewritten or printed in ink.	File No.

(Not to Be) ~~XXXXX~~ Recorded in the Land Records.*
strike inapplicable words

Debtor(s) Name(s) and Address(es)	Secured Party Name and Address
The Hardaway Company 331 Lokus Road Odenton, Anne Arundel, MD 21113 County	John C. Louis Company, Incorporated 1805 Cherry Hill Road Baltimore, MD 21203
Assignee of Secured Party The CIT Group/Equipment Financing, Inc. 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. CSC

This Financing Statement covers the following types (or items) of property:
Describe fully, giving Year and Make, Model, Motor or Serial No., etc.

One (1) New Gradall G660 Hydraulic Excavator s/n 8768385

Equipment may also be located at: 300 11th Street
Columbus, Muscogee, GA 31902

RECORD FEE 11.00
POSTAGE .50
#211460 D05 R01 T14:43
12/29/97
JA

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 The CIT Group/Equipment,Financing, Inc. at its address above.

Debtor(s) The Hardaway Company

By Billy J. Clay (Seal) Title Treasurer
If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.

BILLY J. CLAY
Type or print name(s) of person(s) signing

Secured Party John C. Louis Company, Incorporated

By George A. Chapelsky Treas.

George A. Chapelsky Treasurer
Type or print name of person signing

5-SA-989E

11 SU

PART 2 - COURT CLERK

021025

BOOK 521 PAGE 279

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)
Aeronautical Radio, Inc.
2551 Riva Road
Annapolis, MD 21401

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

4 For Filing Officer Date Time No Filing Office

RECORD FEE 11.00
#211470 C055 R01 T14:44
12/28/87

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

1 Everex IBM AT Computer SN# 70546
1 Seagate 20 Mg. Floppy Disk SN# -
1 360 K Floppy Disk SN# -
1 Casper or Magnavox Monitor SN# 5133020

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

☐ Products of the Collateral are also covered

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

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

9 Name of a Record Owner

FOR NOTIFICATION PURPOSES ONLY, NOT INTENDED TO CREATE A SECURITY INTEREST.

No & Street RECORDATION TAX NOT APPLICABLE AS TRANSACTION IS A TRUE LEASE

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)

Aeronautical Radio, Inc.

By John F. Capossela Dir. Purchasing
Signature(s) of Debtor(s)

Diamond Acceptance Corp.

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

BOOK 521 PAGE 280

271026

FINANCING STATEMENT

To Be Recorded In The Financing
Statement Records of

Anne Arundel County

NOT SUBJECT TO RECORDATION TAX

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

1. Debtor: RHODE RIVER MARINA, INC.
Address: 3932 Germantown Road
Edgewater, Maryland 21037

2. Secured Party: Provident Bank of Maryland
Address: 114 E. Lexington Street
Baltimore, Maryland 21202
Specialized Lending Department
Attention. Mr. Dennis Krugman

RECORD FEE 11.00
POSTAGE .50
#211560 C055 R01 T14:52
12/29/87

3. This Financing Statement covers:

(a) All inventory, financed in whole or part by the Provident Bank, and manufactured, or distributed to the Debtor by Thunderbird and Stingray Boats and any of its successors and assigns, including, without limitation, all such boats, vessels or other watercraft of all types, classes, makes and models, together with all engines, motors, anchors, cable, tackle, rigging, equipment, accessories, parts and trailers now owned or hereafter acquired by the Debtor, as the same may now hereafter from time to time be constituted;

(b) All cash and non-cash proceeds of any of the foregoing, including proceeds consisting of accounts receivable, chattel paper and insurance proceeds.

RHODE RIVER MARINA, INC.

Date: December 10, 1987

By: Brian A. Conner
Brian A. Conner

President
Title

Please return Recorded Documents to:
Dennis R. Krugman (1061)
PROVIDENT BANK OF MARYLAND
P.O. Box 1061
Baltimore, Maryland 21203-1061

11.50

BOOK 521 PAGE 281

271027

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)

COX CREEK REFINING COMPANY
FT, SMALLWOOD & KEMBO RD
P.O. BOX 3407
BALTIMORE, MARYLAND 21226

2 Secured Party(ies) and address(es)

LLOYDS INT'L TRADING LTD
C/O LLOYDS INT'L TRAD. INC.
199 WATER STREET
NEW YORK, NY 10038
ATTN: C.M. LYNG

3 Maturity date (if any):

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

RECORD FEE 11.00
POSTAGE .50
[illegible] 11:52
12/28/87
39

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

SEE ATTACHED ANNEX 1

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: 1

COX CREEK REFINING COMPANY

By: Thomas S. Murphree President
Signature(s) of Debtor(s) Title

LLOYDS INT'L TRADING LIMITED

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

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1. (For Use In Most States)

BOOK 521 PAGE 282

Annex 1 to and forming a part of that certain UCC-1 Financing Statement executed by **COX CREEK REFINING COMPANY ("Cox Creek")** in favor of **LLOYDS INTERNATIONAL TRADING LIMITED ("Lloyds")**

For purposes of Item 4 of the UCC-1 Financing Statement, the "Property Covered" is copper blister and copper cathodes, described as "Copper" including all substitutions, replacements and products in which any such Copper is incorporated or into which such Copper is processed or converted, including such Copper while it is in the form of raw material, goods in process and finished goods, whether now owned or hereafter acquired and all proceeds and products thereof and accessions thereto described as "Inventory", and all accounts receivable in connection therewith described as the "Accounts Receivable", any and all Holding Certificates issued by Cox Creek covering the Inventory (collectively described as the "Collateral") in that certain Agreement, dated as of the 18th day of December, 1987, between Cox Creek and Lloyds

COX CREEK REFINING COMPANY

By: _____

LLOYDS INTERNATIONAL TRADING LIMITED

By: _____

By: _____

SOVRAN BANK N.A.

BOOK 521 PAGE 283

Financing Statement

PRINT OR TYPE ALL INFORMATION

271028

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 _____

[X] [redacted]

[X] LOCAL (CLERK OF Anne Arundel County
Annopolis, MD 21401

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.

See Schedule "B"

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

(X) ORIGINAL FINANCING STATEMENT
The debtor(s) hereby grant(s) to the secured party a security interest in the collateral described herein to secure all debts owed by debtor(s) to the secured party except as limited by separate written agreement.

( ) CONTINUATION-ORIGINAL STILL EFFECTIVE

( ) AMENDMENT RECORD FEE 41.00

( ) ASSIGNMENT POSTAGE .50

( ) PARTIAL RELEASE OF COLLATERAL #211580 C055 R01 T14:53

( ) TERMINATION 12/29/87
JA

Name & address of Secured Party
Sovran Bank, N.A. (Agent)
8300 Greensboro Drive, Suite 620
McLean, VA 22102

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

See Schedule "A"

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Signature of Debtor if applicable (Date)
Signatures on schedule "B"

Sovran Bank, N.A. (Agent)
Signature of Secured Party if applicable (Date)
by Richard D. Larson 9/16/87
Richard D. Larson, Vice-President

24-0113 (4/84) Universal

White-Original • Canary-Acknowledgement Copy • Pink-Bank Copy

SCHEDULE A

(i) all chattel paper, documents, general intangibles and instruments now owned or hereafter acquired by the Debtor; (ii) all inventory, new or used, and equipment (including items of equipment which are or become fixtures) now owned or hereafter acquired by the Debtor; (iii) all proceeds and products of any of the foregoing in any form; (iv) all guarantees and other agreements or collateral securing or in any way relating to any of the foregoing, or now or hereafter acquired for the purpose of securing and enforcing any of such items; and (v) all books, records, ledger sheets, files, computer tapes, programs, discs and other data, material or documents, whether now or hereafter existing, relating to any of the above. The terms "chattel paper," "documents," "general intangibles," "instruments," "inventory," "fixtures," and "equipment" have the meanings ascribed to them in Article 9 of the Uniform Commercial Code in effect in the Commonwealth of Virginia as of the date this Financing Statement is filed.

2366w

Note: Recordation Tax paid to State because property securing debt is located in multiple jurisdictions within the State.

CERTIFICATION FOR ALLOCATION
OF MARYLAND RECORDATION TAX

Date: 12/10/87

To: U.C.C. Division
Department of Assessments and Taxation
Baltimore, Maryland

Re: Credit and Security Agreement relating to an aggregate loan of $30,200,000 by and among the undersigned Debtors and Sovran Bank, N.A., Maryland National Bank, The National Bank of Washington, and the Washington Bank.

With respect to the above-referenced loan and to the personal property (the "Collateral") securing that loan, the Debtors hereby certify to the best of the Debtors' knowledge, information and belief that the value of each portion of the Collateral and the amount of indebtedness attributable to each portion of the Collateral are as follows:

1. Value of exempt Collateral $29,500,000

2. Value of non-exempt Collateral ..... $ 500,000

3. Value of total Collateral $30,000,000

4. Computation of debt exempt from recordation tax:

Value of Exempt Collateral / Value of Total Collateral	X	Total Amount of Debt Secured	=	Amount of Debt Exempt from Tax
$500,000 / $30,000,000	X	$30,200,000	=	$503,333.33

5.

Loan Amount	-	Amount of Debt Exempt from Tax	=	Amount of Non-Exempt Debt
$30,200,000		$29,496,667.67		$503,333.33

6. Recordation Tax Due on Non-Exempt Debt:

Amount of Non-Exempt Debt	X	Tax Rate Per $500	=	Recordation Tax Due
$503,333.33	X	$1.65		$1,661.55

Schedule [redacted] B

Debtor: Williams Industries, Incorporated
2849 Meadow View Road, Falls Church, VA 22042

Debtor: Williams Enterprises, Inc.
2849 Meadow View Road, Falls Church, VA 22042

Debtor: Williams Equipment Corporation
2849 Meadow View Road, Falls Church, VA 22042

Debtor: Arthur Phillips & Company, Inc.
157 N. Haven St., Baltimore,MD 21224

Debtor: Williams Steel Erection Co., Inc.
2849 Meadow View Road, Falls Church, VA 22042

Debtor: Union Iron Works, Company
447 Spring St., Herndon, VA 22070

Debtor: Creative Iron, Inc.
700 Air Park Rd., Ashland, VA 23005

Debtor: Industrial Alloy Corporation
500 Valley Rd., Richmond, VA 23223

Debtor: Dominion Caisson Corporation
716-D Church St., Alexandria, VA 22314

Debtor: Piedmont Metal Products, Inc.
941 Orange St., Bedford, VA 24523

Debtor: Delware Valley Erectors, Inc.
654 Cross Key Rd., Sicklerville, NJ 08081

Debtor: Williams Miscellaneous Erection Co.
2948 Meadow View Road, Falls Church, VA 22042

Debtor: Capitol Tower Cranes, Inc.
8715 Wellington Rd., Manassas, VA 22110

Debtor: Greenway Corporation
6555 Meadowridge Rd., Baltimore, MD 21209

Debtor: John F. Beasley Construction Co.
1600 M Bank Bldg., Dallas, TX 75201

Debtor: Concrete Structures, Inc.
1650 Darbytown Road, Richmond, VA 23231

Debtor: Harbor Steel Erectors, Inc.
801 McHenry St., Baltimore, MD 21203

Debtor: Harbor Iron Works, Inc.
801 McHenry St., Baltimore, MD 21203

Debtor: Williams Environmental Services
2849 Meadow View Road, Falls Church, VA 22042

Debtor: Concrete Erectors, Inc.
2849 Meadow View Road, Falls Church, VA 22042

Debtor: Cranes Unlimited, Inc.
2849 Meadow View Road, Falls Church, VA 22042

By: _____
Name: Frank E. Williams, Jr.
Title: Chairman of the Board of Directors of
Each of the Above Debtors

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 521 PAGE 288

Identifying File No. 22103

DEC 1 1987 County

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

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

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

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

1. DEBTOR

Name GENERAL ELEVATOR COMPANY, INC. (FED. ID #52-0324870)

Address 601 NURSERY ROAD; LINTHICUM HEIGHTS, MD 21090

2. SECURED PARTY

Name AMPLICON, INC. (FED. ID #95-3162444)

Address 2020 EAST FIRST STREET; SUITE #401; SANTA ANA, CALIFORNIA 92705

RECORD FEE 11.00
POSTAGE .50
#0115?0 0055 R01 T14:55
12/08/87

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

3. ASSIGNEE: GENERAL ELECTRIC CREDIT CORPORATION
P.O. BOX 6199; ORANGE, CA 92613

3. Maturity date of obligation (if any) _____

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

AMP. REF: SCHEDULE 7 (MD) TO LEASE #OL-1776 (MD), DATED MARCH 13, 1987

S7 8084

(01) PS/2 MODEL 30-20
(01) PS/2 MONOCHROME DISPLAY
(01) IBM DOS VERSION 3.3
(01) SURGE PROTECTOR
(01) DISKETTES: DS/DD 3.5"

"INCLUDING ALL ACCESSIONS, ADDITIONS, REPLACEMENTS, SUBSTITUTIONS, AND IMPROVEMENTS THERETO AND THEREFORE, AND ALL PROCEEDS (INCLUDING INSURANCE PROCEEDS) OF AND FROM SAID EQUIPMENT."

CHECK ☒ THE LINES WHICH APPLY

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

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

Recordation tax not applicable

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

GENERAL ELEVATOR COMPANY, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

DAVID A. QUARANTA/MIS DIRECTOR
Type or Print Above Signature on Above Line

(Signature of Secured Party)

AMPLICON, INC.
Type or Print Above Signature on Above Line

11<50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 521 PAGE 289 County

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 271030

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 AMPLICON, INC.

Address 2020 EAST FIRST STREET, SUITE 401, SANTA ANA, CA 92705

2. SECURED PARTY

Name GENERAL ELECTRIC CREDIT CORPORATION

Address P. O. BOX 6199, ORANGE, CA 92613

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

3. Maturity date of obligation (if any) _____

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

REF: SCH. 7(MD) TO GENERAL ELEVATOR COMPANY, INC. LEASE NO. OL-1776, DATED MARCH 13, 1987

01 PS/2 MODEL 30-20
01 PS/2 MONOCHROME DISPLAY
01 IBM DOS VERSION 3.3
01 SURGE PROTECTOR
01 DISKETTES: DS/DD 3.5"

"including all accessions, additons, replacements, substitutions, and improvements thereto and therefore, and all proceeds (including insurance proceeds) of and from said equipment."

$17.50 RECORD FEE 84 11.00
POSTAGE .50
#211600 C055 R01 T14:55
12/29/97
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)

Recordation Tax not applicable

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Todd K Meyer
(Signature of Debtor)

AMPLICON, INC.
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

Janet L Costanzo
(Signature of Secured Party)

GENERAL ELECTRIC CREDIT CORPORATION
Type or Print Above Signature on Above Line

11 — .50

BOOK 521 PAGE 290

271031

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)

John D. Hall, Jr., D.V.M.
1195 Generals Highway
Crownsville, MD 21032

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

COPELCO LEASING CORPORATION
ONE MEDIQ PLAZA
PENNSAUKEN, NEW JERSEY 08110

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

RECORD FEE 11.00
POSTAGE .50
#211610 C055 R01 T14:56

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

1 Nova Cell Trak
1 Dupont Analyst
1 NA KT Analyzer

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

12/29/97

New Jersey National Bank
as Trustee, Corp. Trust
370 Scotch Road
West Trenton, NJ 08623

☒ Products of the Collateral are also covered **LEASE NO.** 00-1605-0

7. ☐ The described crops are growing or to be gown 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

This is an an installment sale contract and not subject to recordation tax

9. Name of a Record Owner

No. & Street Town or City County Section Block Lot

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

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

Copelco Leasing Corporation atty in fact for
John D. Hall, Jr., D.V.M.

By _____
Signature(s) of Debtor(s)
Doris A. Erdman, Asst. Sec.

COPELCO LEASING CORPORATION

By _____
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)
DORIS A. ERDMAN, Asst. Secty.

(5/83) STANDARD FORM—FORM UCC-1—Approved by The Secretary of The Commonwealth of Pennsylvania

(1) FILING OFFICER COPY - NUMERICAL

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 521 PAGE 291

Recording Ref. Filing Ref. 271033

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Davco Food Inc.a Franchisee of Wendy's

Address 1657 Crafton Blvd. Crafton,MD and 1064 Northbound Rte 3, Gambrills, MD

2. SECURED PARTY

Name Borg Warner Acceptance Corporation commercial leasing div.

Address PO Box 130, Levittown,NY 11756

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

3. Maturity date of obligation (if any) _____

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

Standard Super Bar Package for Wendy's store in Gambrills, MD description attached

"and other equipment and all accessions, additions and replacements thereto now owned or hereafter acquired. This financing statement is filed for notice purposes only and is not to be construed as an admission that the Debtor and the Secured Party constitutes a security agreement.

Name and address of Assignee

RECORD FEE 21.00
POSTAGE .50
#211620 C055 R01 T14:57
12/28/87

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)

X _____
(Signature of Debtor)

Davco Food Inc a Franchisee of Wendy's
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

Type or Print Above Signature on Above Line

M Desiano Adm Assist
(Signature of Secured Party)

M Desiano
Borg Warner Acceptance Corporation commercial leasing div.
Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 521 PAGE 211

Recording Fee Paid

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 271032

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 Davco Food Inc.a Franchisee of Wendy's

Address 1657 Crafton Blvd. Crafton,MD and 1064 Northbound Rte 3, Gambrills, MD

2. SECURED PARTY

Name Borg Warner Acceptance Corporation commercial leasing div.

Address PO Box 130, Levittown,NY 11756

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

3. Maturity date of obligation (if any) _____

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

Standard Super Bar Package for
Wendy's store in Gambrills, MD
description attached

Name and address of Assignee

RECORD FEE 21.00
POSTAGE .50
#211620 C055 R01 T14:57
12/28/87

and other equipment and all accessions, additions and replacements thereto, wheather now owned or hereafter acquired. This Financing Statement, however, is not to be construed as an admission that the [illegible] the "Debtor" and the "Secured Party" constitutes a security agreement.

CHECK ☒ THE LINES WHICH APPLY

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

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

Davco Food Inc a Franchisee of Wendy's
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

M Desiano Adm Assist
(Signature of Secured Party)

M Desiano
Borg Warner Acceptance Corporation
commercial leasing div.
Type or Print Above Signature on Above Line

CONTRACT SPECIFICATIONS

BOOK 521 PAGE 291 -A

Item No.	Quantity	Description	Unit Price	Extended Price
		STANDARD SUPER BAR PACKAGE		
	1Ea	Super Bar #WSB1 Base Cabinets (701320WS) per Wendy's specifications and drawings Pre-plumbed and pre-wired and to include the following: (1) Cold pan with false bottoms and marine edges (2) Food well trim pans (6) Hot food warmers (Wells) (810083WS) (2) Heat lamp assemblies (Hatco) (701312WS) Finish: Laminate Colors-Light Beige and Doeskin Over structures with florescent lights, Oak sneezeguards with safety glass and mirrors		9,549.00
	1Set	Decor Signs (701241WS)		312.00
	1Ea	Condiment Counter (701322WS) (no drop-ins included)		988.00
	2Ea	Trash Units Single (701324WS) with rigid liners MDL-3667	288.00	576.00
	1Ea	Toaster Cabinet (701326WS)		359.00
	1Ea	Toaster Cabinet Overshelf (701335WS)		124.50
		Additional Items:		
	1Ea	Reach-In Single Section Refrigerator Beverage Air #RI-18 on Casters (810608WS)		820.60
	1Ea	Heated Holding Cabinet Collectramatic #CB53T01SE3 with Cord & Plug (701250WI)		2,690.26
	1Ea	K1575 Hand Sink (WS008232)		37.59
	1Ea	B1110 Faucet (NS008101)		35.96
	1Ea	#7400 Drain Fitting & Dual Strainer		6.83
				$ 15,499.74

FOOD 521 291 -B

Wasserstrom

Page ____ of ____

CONTRACT SPECIFICATIONS

Item No.	Quantity	Description	Unit Price	Extended Price
		WENDY'S SUPER BAR 9/18/87		
258161WS	2Ea	Spoon, 10", Refried Beans, Beige	1.85	3.70
258173WS	2Ea	Spoon, 10", Spicy Rice, Beige	1.85	3.70
258171WS	2Ea	Spoon, 10", Chocolate Pudding, Beige	1.85	3.70
258172WS	2Ea	Spoon, 10" Butterscotch Pudding, Beige	1.85	3.70
258160WS	2Ea	Spoon, 8" Hot Sauce, Beige	1.65	3.30
258162WS	2Ea	Spoon, 8" Sour Topping, Beige	1.65	3.30
258163WS	2Ea	Spoon, 8", Taco Meat, Beige	1.65	3.30
258169WS	2Ea	Ladle, 9.5", Spaghetti Sauce, Beige	2.15	4.30
258164WS	2Ea	Ladle, 9.5", Alfredo Sauce, Beige	2.15	4.30
258168WS	2Ea	Ladle, 9.5", Spaghetti Meat Sauce, Beige	2.15	4.30
258166WS	2Ea	Ladle, 9.5", Cheese Sauce, Beige	2.15	4.30
258167WS	2Ea	Ladle, 9.5", Chili, Beige	2.15	4.30
258170WS	2Ea	Ladle, 9.5", Taco Sauce, Beige	2.15	4.30
720270088WS	10Ea	Pan, 1/3 x 6, Amber, Cammp 36	10.40	104.00
104919WS	45Ea	Pan, Cambro, 1/3x4, Amber, MP34-150	7.45	335.25
104951WS	40Ea	Lid, Notched, 1/3, Amber, MPC30HN	4.60	184.00
104947WS	15Ea	Pan, Cambro, 1/6 x 6, MP66-150	6.00	90.00

[redacted]

Wasserstrom

CONTRACT SPECIFICATIONS

BOOK 521 PAGE 231-C

	Item No.	Quantity	Description	Unit Price	Extended Price
104952	WS	10Ea	Lid, Notched, 1/6, Amber, MPC60HN	2.90	29.00
104904	WS	1Ea	Pan, Cambro, Full x 2.5, AM, MP12150	15.90	15.90
281126	WS	2Ea	Lid, Domed, 12x20x8 w/end cut out	19.15	38.30
700182	WS	1Ea	Dispenser, Hot Water, HWD-5, 208 w/Bracket	508.00	508.00
101016	WS	3Ea	Pan, Water, S/S, Vollrath 99765	37.50	112.50
124100	WS	3Ea	Spatula, 9.5", White, R/M 1901	.60	1.80
124200	WS	3Ea	Spatula, 13.5", White, R/M 1905	1.10	3.30
215500	WS	2Ea	Pot, Coffee, S/S, BLMFLD 8890	10.75	21.50
135805	WS	1Ea	Measure, 1 Pt, Duraware 750	6.00	6.00
402601	WS	4Ea	Fork, Spaghetti, Beige, 40220	1.20	4.80
273703	WS	3Ea	Tong, 12", Beige, Cont Plas 4712	1.90	5.70
273706	WS	25Ea	Tong, 6", Beige, Cont Plast 4606	1.30	32.50
211010	WS	20Ea	Spoon, 8", Beige, Cont Plas 4460	1.40	28.00
141111	WS	1Ea	Washbottle, Modified, #2407-1000	3.25	3.25
106400	WS	2Ea	Contnr, 8 qt., Clr., CAMRFSCW8-135	5.25	10.50
231604	WS	12Ea	Insert, Crock, 2.7 qt, Beige, 0322	1.70	20.40
102300	WS	6Ea	Adapter BR, S/S, 12", 75000/75012	1.50	9.00
123401	WS	1Ea	Brush, Pastry, 2", Zimco, 6703W	5.00	5.00
106451	WS	4Ea	Container, 12qt., Clear,RFSCW 12-135	6.55	26.20
106501	WS	4Ea	Lid, Cambro, Clear, RFSCWC12-135	2.50	10.00
120650	WS	1Ea	Lifter, Pan, Amer Perm 45925	13.00	13.00

Wasserstrom

CONTRACT SPECIFICATIONS

FOR 521 FILE 291 - D

Item No.	Quantity	Description	Unit Price	Extended Price
204405WS	1Ea	Turner, 4"x3", R/M 5286-4	8.00	8.00
258165WS	2Ea	Ladle, 9.5", Broccoli & Cheese	2.25	4.50
126612WS	1Ea	Board, Cutting, 12"x12", 3373	5.00	5.00
701308WS	1Ea	Toaster, Garlic Bread #GB-1	483.90	483.90
901001WS	1Ea	Sign, "Potato Topper" GLD/BLK	2.00	2.00
117612WS	2Ea	Tray, Cater, 19x12 3/8,47251	5.25	10.50
150251WS	1Ea	Whip,French,12" Vollrath 47012	3.25	3.25
135210WS	1EA	Measure, Alum, 1/4 Cup,1080-10-4	.50	.50
273702WS	3EA	Tong,9" Beige,Cont Plas 4709	1.85	5.55
113170WS	1EA	Thermometer,Pocket,0/220,T-220	3.25	3.25
317200WS	1EA	Timer, White, Lux,1929-14	7.75	7.75
284310WS	1EA	Stand, Tortilla Diplay, Sandstn	41.90	41.90
281131WS	1EA	Lid,Dome, 10x12, Side Cut,5D05H0	13.50	13.50
405103WS	1EA	Plate, 10", Cinnamon, #T-3	2.25	2.25
300116WS	1EA	Tortilla Instruction Sheet		
		SUBTOTAL		2,260.25
		Prices are F.O.B. Columbus, Ohio		
		Prices are valid through 09/30/87		
		Terms of contract payment are net 10 days		
		All invoices due 10 days after the invoice date		
		TOTAL		2,260.25
		SALES TAX		.00
		6% DISCOUNT		135.61
		~~GRAND TOTAL~~		~~2,124.64~~

Wasserstrom

CONTRACT SPECIFICATIONS

BOOK 521 PAGE 201 -E

Item No.	Quantity	Description	Unit Price	Extended Price
		WENDY'S SUPER BAR (OPTIONAL) 09/18/87		
258001WS	2Ea	Ladle, 9.5", French, Beige, CP2295	2.00	4.00
258064WS	2Ea	Ladle, 9.5", RDCD Cal Ital., 0295	2.15	4.30
258002WS	2Ea	Ladle, 9.5", Bleu Ches.,Beige,1295	2.00	4.00
258018WS	2Ea	Ladle, 9.5", Ranch, Beige, 1395	2.00	4.00
258004WS	2Ea	Ladle, 9.5", 1000 Island, 6295	2.00	4.00
142100WS	1Ea	Colander, 16 Qt., Duraware 280	25.50	25.50
231102WS	18Ea	Crock, 1.2 Qt., Bge, Poly 0341	1.85	33.30
231413WS	36Ea	Crock,2.7 Qt., Beige, Poly 0342	3.15	113.40
299911WS	24Ea	Ice Guard, 2.7 Qt. Custom,SS,406	7.75	186.00
299912WS	7Ea	Ice Guard, 1.2 Qt. Custom,SS,405	6.80	47.60
214363WS	2Ea	Bowl, Pebbled, 7 Qt. Square,SQB7	12.00	24.00
214365WS	2Ea	Bowl, Pebble, 7 Qt. Divided, SQW7	13.30	26.60
315100WS	1Ea	Dicer, Tomato	25.00	25.00
309225WS	1Ea	Dispenser, Souffle Cup	137.00	137.00
403102WS	2Ea	Cruet, Tablecraft 608	1.60	3.20
122520WS	1PR	Mitt,Oven,17",M937HRL17,9" Cuff	5.50	5.50
		SUBTOTAL		647.40

FINANCING STATEMENT

BOOK 521 PAGE 292

1. ☐ To be recorded in the Land Records.

2. ☑ To be recorded among the Financing Statement Records.

3. ☑ Not subject to Recordation Tax FILED ONLY TO PUBLICIZE A LEASE OF INVENTORY AND NOT TO CREATE A SECURITY INTEREST. 271033

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

---

5. Debtor(s) Name(s) / Lessee — Address(es)

Foundos & Associates, Inc. — 2448 Holly Avenue, Suite #300
Annapolis, MD 21401

RECORD FEE 11.00
POSTAGE .50
#211630 D055 R01 T14:58
12/2[illegible] JA

6. Secured Party / Lessor — Address

~~X XXXX~~Diversified Leasing, Inc. — 133 Defense Hwy., #207
Annapolis, Maryland 21401

Attention: _____
(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, contractural 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

Foundos & Associates, Inc.
Michael Foundos, President (Seal)
_____ (Seal)

Diversified Leasing, Inc.
R.C. Heeney, Vice President (Seal)
_____ (Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

2-2820 (3/85)

11.50

6 07 Anne Arundel County

SCHEDULE A
FOUNDOS & ASSOCIATES, INC.
LEASE #6127

D&F invoice #192977

(1) 104816-84L Desk 42x84	$2,199.00
(1) 1048-25274 Credenza	1,299.00
(1) DM7388-39 2M Secty desk	1,499.00
(2) DM7909-30 Desk 30x60 ea. $675	1,350.00
(1) DM7909-36 Desk 36x72	725.00
(1) DM7828-35 Comp. Desk	225.00
(2) HP0710 sec. chair ea. $189	378.00
(1) HP4095 exec. chair	299.00
(2) EA 398 exec chair ea. $375	750.00
(2) V2 chair mat ea. $64	128.00
(2) V1 chair mat ea. $54	108.00
(4) V2 chair mat ea. $37	148.00
(1) HP0710 sec. chair	189.00
	$9,297.00
less 10%	929.70
	8,367.30

D&F invoice #192965

(4) MON32LDS side chair ea. $299	1,196.00
(1) DM N222236 Desk 36x72	1,999.00
(1) DM 7222-20 Credenza	1,599.00
	$4,794.00
less 10%	479.40
	$4,314.60

FINANCING STATEMENT

1. ☐ To be recorded in the Land Records.

2. ☒ To be recorded among the Financing Statement Records.

BOOK 521 PAGE 294

3. ☒ Not subject to Recordation Tax. FILED ONLY TO PUBLICIZE A LEASE OF INVENTORY AND NOT TO CREATE A SECURITY INTEREST.

271034

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

_____

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

Anchor Capital Group, Inc.

Address(es)

133 Defense Hwy., Suite 206
Annapolis, MD 21401

RECORD FEE 11.00
POSTAGE .50
#21640 C055 R01 T14:58
12/28/87

6. Secured Party / Lessor

Diversified Leasing, Inc.

Attention: _____
(Type name & Title)

Address

133 Defense Hwy., Suite 207
Annapolis, Maryland 21401

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, contractural 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

Anchor Capital Group, Inc.

John W. Hersman, President (Seal)

_____ (Seal)

DIVERSIFIED LEASING, INC.

R C H v.p. (Seal)

Robert C. Heeney, Vice President

_____ (Seal)

Mr. Clark: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

2-2320 (2/85)

1/50

12/28/87 6182 1 6.00 Anne Arundel County

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

BOOK 521 PAGE 295

SCHEDULE 1
DESCRIPTION OF EQUIPMENT COLLATERAL

The following description of Collateral supplements, and is part of, Master Equipment Lease Agreement ("Master Lease") dated April 6, 19 87 between the undersigned ("Debtor") and Diversified Leasing, Inc. ("Secured Party"):

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

130'x8½'x½" Drywall taped, spackled,sanded and painted, and is hung on aluminum studs and headers.

Six (6) 3'x7' solid core wood doors with wood frames.

Electrical wiring and 12 outlets.

One (1) 8'x10'x3/8" Tempered glass wall, separating the reception area and conference room.

SKU-101-105-016 MAH One (1) 7222-36 36"x72" Desk.

SKU-217-112-087 One (1) MDN 33 E-85 Highback chair.

SKU-217-112-125 Two (2) MDN 32ED5 Side chairs.

SKU-446-900-064 One (1) SA 454 RE Chairmat.

One (1) Mahogony 72"x20" 6 drawer, 2 door Credenza.
One (1) KANDA EK 616 Telephone System with six (6) telephone instruments.
One (1) Secretarial Chair.
Three (3) wastebaskets.

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

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

Date: April 6, 19 87

ANCHOR CAPITAL GROUP, INC.
Debtor

By: JWHersman
Title President (John W. Hersman)

FORM NO.

BOOK 521 PAGE 296

271035

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

No. of Additional Sheets Presented

Clk of Circ Ct-Arundel Co.
MD

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

CIS Corporation
One CIS Parkway
P.O. Box 4785
Syracuse, NY 13221

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

Bank of the West
120 Montgomery St.
Suite 1160
San Francisco, CA 94104

3. ☐ The Debtor is a transmitting utility

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

RECORD FEE 11.00
POSTAGE .50
#011050 0055 501 14:59
12/28/87
JA

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

See Attachment A attached hereto.
PLEASE NOTE: This UCC represents leased equipment NOT subject to Maryland recordation tax.
Lease #:82195
Lessee:Sears Mortgage Corporation

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

☐ Products of the Collateral are also covered

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

8. Describe Real Estate Here:

☐ This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

No. & Street Town or City County Section Block Lot

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

CIS Corporation

By Finance Rep.
Signature(s) of Debtor(s)

Bank of the West

By Thomas W. Wenk
Signature(s) of Secured Party(ies)

(5/82) 1/5 FILING OFFICER COPY—NUMERICAL

STANDARD FORM - FORM UCC-1 — Approved by Secretary of State of New York

BOOK 521 PAGE 297

ATTACHMENT

Quantity	Manufacturer	Machine	Model Feature	Description	Serial Nos.
3	IBM	3192	CDO		N4610 N4575 N5100
1	IBM	3174	O1R (1) 3103		D8187

Equipment Location: 1460 Gov. Richie Highway
Suite 205
Arnold, MD 21012

ANNE ARUNDEL

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. BOOK 521 PAGE 298

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

271036

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

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

This financing statement Dated 10/22/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ Lessee

Name Whitmore Printing and Stationary Company, Inc.

Address 1982 Moreland Parkway, Annapolis, MD 21401

2. ~~SECURED PARTY~~ Lessor

Name Dominion Leasing Corporation

Address P. O. Drawer 13327, Roanoke, VA 24040

RECORD FEE 11.00
#21440 0055 R01 T15:00
12/29/87

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

3. Maturity date of obligation (if any) _____

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

1 FOCUS Hybrid 50 telephone system
including all cable and accessories necessary
for installation.

Name and address of Assignee

Lessee Will Purchase At End of Contract - Not Subject To Recordation Tax.....

CHECK ☒ THE LINES WHICH APPLY

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

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

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

X _____
(Signature of ~~Debtor~~) Lessee

X Stephen E. Shenk
Type or Print Above Name on Above Line
Stephen Shenk, Vice President

(Signature of ~~Debtor~~) Lessee

Type or Print Above Signature on Above Line

(Signature of ~~Secured Party~~) Lessor

Gary H. Boxer, Vice President
Type or Print Above Signature on Above Line

STATE OF MARYLAND

ANNE ARUNDEL

FINANCING STATEMENT FORM UCC-1

Identifying ~~Mtg~~ No. BOOK 521 PAGE 210

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 271037

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 4, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ Lessee

Name NKF Engineering, Inc.

Address 1511 Governor Richie Highway, Arnold, MD 21012

2. ~~SECURED PARTY~~ Lessor

Name Dominion Leasing Corporation

Address P. O. Drawer 13327, Roanoke, VA 24040

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

3. Maturity date of obligation (if any) _____

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

Strata XXe telephone system as follows:
1 - Direct Station Selector/Busy Lamp Field Console
2 - Twenty Button Electronic Key Telephones with Liquid Crystal Display/Speakerphone
18 - Ten Button Electronic Key Telephones/Handsfree Answerback on Intercom
3 - Ten Button Electronic Key Telephones/Speakerphone Battery Back-up
3 - Programming Changes
All cable and accessories necessary for installation.
Lessee Will Purchase At End of Contract - Not Subject To Recordation Tax.....

Name and address of Assignee

RECORD FEE 11.00
#211670 C055 R01 T15:00
12/28/87
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)

(Signature of ~~Debtor~~) Lessee

Clifford D. Warfield

Type or Print Above Name on Above Line

Clifford D. Warfield, Dir. of Administrations

(Signature of ~~Debtor~~) Lessee

Type or Print Above Signature on Above Line

(Signature of Secured Party) Lessor

Gary H. Boxer, Vice President

Type or Print Above Signature on Above Line

BOOK 521 PAGE 310

271038

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))

Alvin L. Buckler Jr.
Mary E. Buckler
Rio Vista MHP Lot 43
Lothian, Md. 20711
Anne Arundel County

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

Eastern Homes, In.c
8291 Washington Blvd.
Jessup, Md. 20794

3 ☐ The Debtor is a transmitting utility

4 For Filing Officer Date Time No. Filing Office

RECORD FEE 12.00
POSTAGE .50
~~#21620 0055 RM1 T15:00~~

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

1988 Kemberly 44x22 Mobile home SN- 9981GA A&B

This is an istallment sales contract not subject to Maryland recordation tax.

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

Unitas National Bank 12/28/87
P.O. Box 777
Chambersburg, PA. 17201

☐ Proceeds ☐ Products of the Collateral are also covered

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

8 Describe Real Estate Here

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

9 Name of a Record Owner

No. & Street Town or City County Section Block Lot

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

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

Alvin Lee Bucklar, Jr.
Mary E. Bucklar

By: ~~Alvin Lee Bucklar Jr~~ Alvin Lee Bucklar, Jr
By: ~~Mary Ellen Bucklar~~ Mary E. Bucklar
Signature(s) of Debtor(s)

By: ~~Eastern Homes, Inc~~ Eastern Homes, Inc
By: ~~Lenka Wally Sec~~
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked.)

(3 83) 1250 STANDARD FORM FORM UCC-1 (1) FILING OFFICER COPY - NUMERICAL Approved by Department of State of the Commonwealth of Pa

BOOK 521 PAGE 301

271039

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)
Everett Sargent Yvonne Needer
Lyons Creek MHP Lot 138
Lothian, Md. 20820

2 Secured Party(ies) Name(s) and Address(es)
Eastern Homes, Inc.
8291 Washington Blvd.
Jessup, Md. 20794

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

RECORD FEE 12.00
POSTAGE .50
#211490 D055 R01 T15:01
12/28/87

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

1 new 1988 Zimmer 72 x 14 serial 4798
This an installment sales contract not subject to Maryland recordation tax.

6 Assignee(s) of Secured Party and Address(es)
Unitas National Bank
P.O. Box 777
Chambersburg, PA. 17201

☐ Proceeds ☐ Products of the Collateral are also covered

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

8 Describe Real Estate Here

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

9 Name of a Record Owner

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)

√ Everett L. Sargent
By _____
Signature(s) of Debtor(s)

Eastern Homes Inc
By _____
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

Yvonne Needer

(3-83) 1250 (1) FILING OFFICER COPY - NUMERICAL
STANDARD FORM - FORM UCC-1 Approved by Department of State of the Commonwealth of Pa

33197

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

BOOK 521 PAGE 312

FINANCING STATEMENT

1. LESSEE(S)

Ellen & Donald K Thompson
Name or Names - Print or Type

271010

1 Rose Court, Annapolis, MD 21403
Address - Street No. | City - County | State | Zip

2. LESSOR

L-J Leasing Company
600 Reisterstown Road | Baltimore | Maryland | 21208

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

1-IBM Model 25 W/2 Drives 2504882035A
1-Star NX 10 Printer 612B0319063
1-DOS 3.3
Cable:

ASSIGNED TO SOVRAN BANK, BALTIMORE, MARYLAND

RECORD FEE 12.00
POSTAGE .50
#211T20 C055 R01 T15:02
12/28/87
JA

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

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.
7. Products of collateral are covered.

LESSEE(S): Ellen & Donald K. Thompson

By: Ellen F. Thompson
Signature of Lessee
ELLEN F. THOMPSON
Type or Print

Donald K. Thompson
Signature of Lessee
DONALD K. THOMPSON
Type or Print

LESSOR: L-J Leasing Company

By: Louise E. Neutze
Signature of Lessor
Louise E. Neutze, Mgr.

To The Filing Officer: After This Statement Has Been Recorded Please Mail The Same To:

L-J Leasing Company
P.O. Box 21472
600 Reisterstown Road

271011

BOOK 521 PAGE 303

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)

TRI-STATE MARINE DISTRIBUTORS, INC.
ROUTE 256
DEALE, MD 20751

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

GENERAL ELECTRIC CREDIT CORPORATION
P.O. BOX 957
BELLEVUE, WA 98009

(3) (a) ☐ Collateral is or includes fixtures.
(b) ☐ Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) ☐ Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

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

RECORD FEE 11.00
POSTAGE .50
#211740 0055 R01 T15:03
For Filing Officer 12/28/87

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

*SEE ATTACHED EXHIBIT A

NOT SUBJECT TO RECORDATION TAX

☐ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

TRI-STATE MARINE DISTRIBUTORS, INC.

(By) _____

Secured Party(ies) [or Assignees]

GENERAL ELECTRIC CREDIT CORPORATION

(By) Kristi A. Lund

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)

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

(1) Filing Officer Copy - Numerical

11.50

UCC-1

EXHIBIT "A"

Debtor hereby grants to Secured Party a security interest in all of Debtor's inventory, now existing or hereafter acquired, wherever located, whether in dry storage or in water, whether new, used or repossessed, including, but not limited to, all boats, ships, vessels, yachts, motors, trailers, hulls, watercraft and other artificial contrivances used of capable of being used as a means of transportation on water, and all equipment, parts, accessories, appurtenances and supplies now or hereafter related or affixed thereto or intended for use in connection therewith, and all accounts, contract rights, documents, instruments, accounts receivable, general intangibles, chattel paper and books and records, and all reserves or security deposits, and all funds or property in possession of or in transit to or from Secured Party, together with any of the foregoing property returned to or repossessed by or on behalf of Debtor, including such of the same as may be after-acquired property; and any and all accessions to, substitutions for, products and proceeds of the foregoing.

STATEMENT OF AMENDMENT
OF FINANCING STATEMENT

BOOK 521 PAGE 315

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 U.C.C. records of the Circuit Court of Anne Arundel County, in liber 506, folio 315, on December 24, 1986.

1. NAME AND ADDRESS OF DEBTOR:

S and S Partnership
c/o Acura South
10 Holsum Way
Glen Burnie, Maryland 21061

RECORD FEE 13.00
POSTAGE .50
#011790 D055 R01 T15:10
12/08/87
JA

2. NAME AND ADDRESS OF SECURED PARTY:

Mercantile-Safe Deposit and Trust Company
2 Hopkins Plaza
Baltimore, Maryland 21201

3. Item 3 of the original Financing Statement referred to above is amended in its entirety to read as follows:

> "All of the Debtor's assets, including all inventory, accounts receivable and other intangibles, building materials, fixtures, machinery, equipment, tools, leasehold improvements and other tangible personal property and fixtures as set forth in a Deed of Trust and Security Agreement from Debtor to Secured Party dated as of December 22, 1986, as amended pursuant to a Modification of Deed of Trust between Debtor and Secured Party dated as of November 20, 1987."

4. The reference to the principal balance of $2,850,000 is increased to $3,200,000.

Recordation Taxes on additional $350,000.00 paid on Modification Agreement dated November 20, 1987.

B.S.D.

BOOK 521 PAGE 316

DEBTOR:

S and S Partnership

_____ (SEAL)
Santo G. Poling
Partner

_____ (SEAL)
~~George~~ H. Page
Partner

SECURED PARTY:

Mercantile-Safe Deposit
and Trust Company

By: _____ (SEAL)
Stephen D. Palmer
Assistant Vice President

RETURN TO:

Linda H. Jones, Esquire
Gallagher, Evelius & Jones
218 North Charles Street
Suite 400
Baltimore, Maryland 21201
(301) 727-7702

LHJ:4456b

BOOK 521 PAGE 317

271013

FINANCING STATEMENT AND SECURITY AGREEMENT

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER for filing pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es): (last name first)	2. SECURED PARTY
Kitchen Design 12 Mc Kendree Ave. Annapolis, Maryland 21401	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 repossessions 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

#21840 C055 R01 T15:23

6. Return to: Secured Party (Md.)

12/29/87

JA

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:

Kitchen Design
(Type Name)

By: Kwanamaker (SEAL)

Margaret Wanamaker, Owner

By: _____ (SEAL)

SECURED PARTY:

THE ZAMOISKI CO.

By: John Mulkey

John Mulkey, V.Pres./Treas.

_____ 19__
(Date Signed by Debtor)

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

MD, VA, DC, PA - [illegible]

FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE

Terms and Conditions of Security Agreement BOOK 521 PAGE 318

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 aforegoing 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 any 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 set out 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.

Anne Arundel
02579

BOOK 521 PAGE 309

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. ~~760728~~ 240728

RECORDED IN LIBER 495 FOLIO 495 ON 3/7/86 (DATE)

1. DEBTOR

Name Severn Graphics, Inc.

Address 7590 Ritchie Hwy., Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, Glen Burnie, Maryland 21061

RECORD FEE 10.00
POSTAGE .50
#21850 C055 R01 T15:24
12/28/87

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

3. Maturity date of obligation (if any) _____

CHECK ☒ FORM OF STATEMENT

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

Partial Release only of the following:
Accounts Receivable

[redacted]

[redacted]

Dated _____

Credit Alliance Corporation

_____
(Signature of Secured Party)

Larry F. Kimmel, Admin. V.P.
Type or Print Above Name on Above Line

1987 DEC 17 A 9:30

1987 DEC 11 A 9:06

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

271015

BOOK 521 PAGE 310

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)

Andrew Strong
2C Badger Road
Annapolis, Md. 21402

2 Secured Party(ies) and Address(es)

Washington Freightliner,Inc
201 Ritchie Road
Capitol Heights, Md. 20743

3 Maturity date (if any):

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

RECORD FEE 11.00
POSTAGE .50
#21180 D055 R01 T15:24

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

1988 Freightliner FLC 12064 Ser. # 1FVNYCY93JH326756

1988 R/S Dump Body Ser. # 87091411

DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.

5 Assignee(s) of Secured Party and Address(es) 12/28/87 SA

Associates Commercial Corp
P.O. Box A
College Park, Md. 20740

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: A.A

Filed with: ANNE ARUNDEL COUNTY 1336471/24 1336471-1/24

Andrew Strong

By: Andrew Strong
Signature(s) of Debtor(s)

Washington Freightliner,Inc

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

603469 Rev. 12-80

11.50

Filing Officer Copy — Alphabetical

STATE OF MARYLAND BOOK 521 PAGE 311

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK. 221016

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 11/14/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00
POSTAGE .50
#211870 C055 R01 T15:25
12/29/87

1. DEBTOR

Name T. J. Transfer Inc.

Address 7954 Catherine Ave., Pasadena, MD 21122

2. SECURED PARTY

Name Associates Commercial Corporation

Address P.O. Box A , College Park, MD 20740

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

3. Maturity date of obligation (if any) November 15, 1992

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

1988 Duralite Corrugated Steel Van Body
96" x 22', Serial #211144
Attached to 1987 Kenworth Mid-Ranger
13-210, Serial #9DWST7G36HC041392

Name and address of Assignee

DOCUMENT NOT SUJBECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED BY 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)

T J TRANSFER, INC
Anthony Escolopio Pres.
(Signature of Debtor)

Anthony Escolopio
Type or Print Above Name on Above Line

Janice Escolopio
(Signature of Debtor)

Janice Escolopio
Type or Print Above Signature on Above Line

1336204/15

(Signature of Secured Party)

CHUCK WERNER
Type or Print Above Signature on Above Line

11:50

BOOK 521 PAGE 312

271017

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

Ann Arundel

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

Ivan Wayne Smith
237 Glenn Road
Pasadina, MD 21122

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

Acme Trailer Works, Inc.
326 Pleasantview Road
New Cumberland, PA 17070

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

RECORD FEE 11.00
POSTAGE .50

#21850 1055 FOL 11:28
12/29/87
SA

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

New 1988 S-355 American Refrigerated Van
S/N ~~4691~~1 1VKB0482~~6~~5 3044251

New Carrier Phoenix 500
S/N E87086011

☒ Products of the Collateral are also covered

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

Associates Commercial Corporation
P. O. Box 289
Exton, PA 19341

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

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

NOT SUBJECT TO RECORDATION TAX: COND. SALES CONTRACT SIGNED 12/9/87

9 Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot

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

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

Ivan Wayne Smith
By Ivan Wayne Smith
Signature(s) of Debtor(s)

Acme Trailer Works, Inc.
By
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

(1) FILING OFFICER COPY — NUMERICAL

BOOK 521 PAGE 313

271018

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)

Aeronautical Radio, Inc.
2551 Riva Road
Annapolis, MD 21401

Lease 12620L470 #12

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

Diamond Acceptance Corp.
Apple Hill, Suite 205
Natick, MA 01760

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

RECORD FEE 11.00
#211880 C055 R01 T15:26
12/28/87
SA

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

1 Everex At Compatible Computer Ser.# 39599 1587618
705/3273

1. Seagate 20 MB Hard Disk Ser.# 4346493
1 360 KB Floppy Disk Drive ser # 709 15310
1 Magnavox EGA Monitor ser # 3687

☐ Products of the Collateral are also covered

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

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

8 Describe Real Estate Here

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

9 Name of a Record Owner

FOR NOTIFICATION PURPOSES ONLY, NOT INTENDED TO CREATE A SECURITY INTEREST. RECORDATION TAX IS NOT APPLICABLE AS TRANSACTION IS A TRUE LEASE

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)

Aeronautical Radio, Inc.

John F. Capossela Dir. Pur.& Contracts
Signature(s) of Debtor(s)

Diamond Acceptance Corporation

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

Butler Leasing Company

BOOK 521 PAGE 314

FINANCING STATEMENT (FORM UCC-1)

Identifying File No._____

Not Subject to Recording Tax (Agreement with Nominal Purchase Option) 271013

LESSEE (DEBTOR):
DONALD BOWERS

19 LORETTA AVENUE
ANNAPOLIS, MD. 21401

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

RECORD FEE 11.00
POSTAGE .50
#211930 C055 R01 T15:31
12/28/87

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

1 HP LASER JET PRINTER SERIES II, S/N 2731J70784

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

EQUIPMENT LOCATION: SAME

LESSEE (DEBTOR):
DONALD BOWERS

BY: D A Bowers

DONALD A. BOWERS DISTRICT AGENT
PRINT NAME & TITLE

LESSOR (SECURED PARTY):
BUTLER LEASING COMPANY

BY: Deborah Scherr

DEBORAH SCHERR, CREDIT MANAGER

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

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

11.50

December 14, 1987:5331 D-06-2 (3/87)

BOOK 521 PAGE 315

271050

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)
Wayne Brumwell T/A
Wayne Brumwell Hauling
4013 Mountain Road
Pasadena, MD 21122
M-32208

(2) Secured Party(ies) (Name(s) And Address(es)
ALBAN TRACTOR CO. INC
P. O. BOX 9595
BALTIMORE, MD. 21237

RECORD FEE 12.00
POSTAGE .50
#211940 D055 R01 T15:31
12/28/87

(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
JA

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

One (1) New Caterpillar Model #416 Backhoe Loader S/N 5PC04671

"NOT SUBJECT TO RECORDATION TAX"
M. SUTTLE

AA
XX ☐ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Wayne Brumwell T/A Wayne Brumwell Hauling

(By) Wayne Brumwell

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

(1) Filing Officer Copy - Numerical

Secured Party(ies) [or Assignees]

Alban Tractor Co., Inc

(By)

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

UCC-1

SDAT

271051

BOOK 521 PAGE 316

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)	2. SECURED PARTY and Address
Mid-Atlantic Door Services Inc. 107 Virginia Ave Pasadena, md 21122	SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Bank Dick PO Box 17063
	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, subsitutions 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

#21950 D055 R01 T15:32

12/29/87

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.
5. This transaction (is) (~~is not~~) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: $ 20,000.00

DEBTOR:

Mid-Atlantic Door Services Inc
(Type Name)

By: ~~Kenneth H. Horrell~~

By: Kenneth Horrell President

SECURED PARTY:
SIGNET BANK/MARYLAND

By: Nancy Fox

NANCY A. FOX
(Type Name)

12/16 19 87
(Date Signed by Debtor)

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

Recorded A.A. Co.
$11.50 12-22-87

14.00

0012-1671-0888/4

BOOK 521 PAGE 317

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)

Reds Dove Inc.
2729 Solomons Rd
Edgewater, MD 21037

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

Alban Tractor Co. Inc.
8531 Pulaski Hwy.
~~Baltimore, MD 21237~~
Baltimore, MD 21237

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50

4. This statement refers to original Financing Statement bearing File No. 267384
Filed with Anne Arundel Co. Date Filed 5-6-87 19____

5. ☐ **Continuation.** The original financing statement between the foregoing Debtor and Secured Porty, 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.

ASSIGNEE: CATERPILLAR FINANCIAL SERVICES CORPORATION
10630 LITTLE PATUXENT PARKWAY
COLUMBIA, MD 21044

EQUIPMENT: One (1) New CAterpillar 12G Motor Grader S/N 61M11984

No. of additional Sheets presented:

Alban Tractor Co. Inc.

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

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

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-3

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. BOOK 521 PAGE 318

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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. 971052

1. DEBTOR

Name AMERICAN ISUZU MOTORS

Address 2300 Pellissier Place, Whittier, CA 90601

2. SECURED PARTY

Name PHOENIX LEASING INCORPORATED

Address P. O. Box 2008, San Rafael, CA 94912-2008

RECORD FEE 11.00
#213010 T055 R01 T15:38
12/28/87
JA

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

3. Maturity date of obligation (if any) _____

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

Various equipment including but not limited to that equipment more specifically described on Schedule A attached hereto, leased by Lessor to Lessee under Lease dated 5-11-87; said Lease and all rentals and other sums due thereunder; all proceeds including insurance and general intangibles related thereto.

PLI#052006421

LOCATION: 1 Isuzu Way
Glen Burnie, MD 21061

Name and address of Assignee
PHOENIX LEASING CAPITAL
ASSURANCE FUND
P. O. Box 2008
San Rafael, CA 94912-2008

"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)

FILED: COUNTY OF ANN ARUNDEL, MD

X _____
(Signature of Debtor)

AMERICAN ISUZU MOTORS
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

_____
(Signature of Secured Party)

PHOENIX LEASING INCORPORATED
Type or Print Above Signature on Above Line

1K

Decision Data Computer Corporation
A Decision Industries Company

INQUIRIES TO:
400 HORSHAM ROAD
HORSHAM, PA 19044-0996
PHONE: (215) 674-3300

INVOICE

INVOICE NUMBER	DATE	PAGE NO.
2084067	11/24/87	1

REMIT TO:
DECISION DATA COMPUTER CORP.
P.O. BOX 85586
DALLAS, TX 75285

BILL TO
PHOENIX LEASING
P O 2008
2401 KERNER BLVD
SAN RAFAEL CA 94912

SHIP TO
AMERICAN ISUZU
ONE ISZUE WAY
GLEN BERNIE MD 21061

CUSTOMER NUMBER	D.D. REFERENCE NUMBER	PURCHASE ORDER NUMBER	DUE DATE	TERMS
1321-0013			12/24/87	

CODE	MACHINE TYPE	SERIAL NO.	DESCRIPTION	UNIT PRICE	FREIGHT	TAX	TOTAL
			INVOICE FOR EQUIPMENT INSTALLED AT AMERICAN ISUZU GLEN BERNIE MD. 21061				
FO	6502-01	004596	SERIAL PRINTER (S/34/36/	3,129.00			3,129.00
FO	6502-01	004835	SERIAL PRINTER (S/34/36/	3,129.00			3,129.00

SCHEDULE "A"

TOTAL FREIGHT	TOTAL TAX	TOTAL AMOUNT DUE
		6,258.00

COMMENTS:

PLEASE REMIT THIS AMOUNT TO ABOVE ADDRESS

THANK YOU

DD-0069-AF

TO ASSURE PROPER CREDIT PLEASE RETURN REMITTANCE COPY

ORIGINAL INVOICE

Wallace Computer Services, Inc.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 521 PAGE 320
Identifying File No. 271053

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

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

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

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

1. DEBTOR

Name Bowen & Wentz Excavating

Address 1417 Bayhead Road, Annapolis, MD 21401

2. SECURED PARTY

Name State Equipment, Div. Secorp National, Inc.

Address 1400 Joh Avenue, Baltimore, MD 21227

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

3. Maturity date of obligation (if any) _____

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

One (1) Liebherr A 912LC SN 2434

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#213020 C055 R01 T15:39
12/28/87
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)

na

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

na

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

Bowen & Wentz Excavating

x Harold Bowen
(Signature of Debtor)

x Harold Bowen JR
Type or Print Above Name on Above Line
PARTNER

(Signature of Debtor)

Type or Print Above Signature on Above Line

State Eq., Div. Secorp National, Inc.

Glenn S. Conklin
(Signature of Secured Party)

Glenn S. Conklin, VP & GM

Type or Print Above Signature on Above Line

11/82

BOOK 521 PAGE 321

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

271054

☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax, Principal Amount is $ 16,200.00
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

Jin Pyo Hong T/A Bergman Cleaners
Jin Pyo Hong & Auk Ja Hong
(Name)
7304 Parkway Dr.
(Address)
Hanover Md. 21076

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

Attn. Peggy Hall
(Name of Loan Officer)
18 West Street
(Address)
Annapolis Md. 21401

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

CSB Unipress Buck #8714288

ABS Unipress Sleever #8715232

RECORD FEE 13.00
RECORD TAX 115.50
POSTAGE .50
#212040 C055 R01 T15:42
12/28/87
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)

X Jin Pyo Hong (Seal)
(Seal)
(Signature)
Jin Pyo Hong T/A Bergman Cleaners
(Print or Type Name)

DEBTOR (OR ASSIGNOR)

X Jin Pyo Hong (Seal)
X Auk Ja Hong (Seal)
(Signature)
Jin Pyo Hong & Auk Ja Hong
(Print or Type Name)

BS-0850A-8406

13
115.50
-SC

A.A.Co.

BOOK 521 PAGE 322

FINANCING STATEMENT

File No.

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

271055

1. DEBTOR(S) and Address(es)	2. SECURED PARTY and Address
Liebold & Asscciates, Inc. 1160 Spa Road Annapolis, Md. 21403	SIGNET BANK/MARYLAND 210 Guilford Avenue Baltimore, Maryland 21202 Attn.: Commercial Finance Division Ross L. Brown 04/0102

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: IBM PS/2 Model 30-21 (1160127)
HP Lasser Printer Series II (D273IJ89033)
W/Cartridge and Cable

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

5. This transaction (is) (~~is not~~) exempt from the recordation tax. (Md.) Principal amount of debt initially incurred is: $ 5,000.00.

RECORD FEE 11.00
RECORD TAX 35.00
POSTAGE .50
#0120B0 2055 R01 T15:42
12/28/87

DEBTOR:

Liebold & Associates, Inc.
(Type Name)

By: Linda K. Liebold Pres
Linda K. Liebold, Pres.

(Type or print name and title)

SECURED PARTY:

By: [signature]

Ross L. Brown
Assistant Vice President

12/14/87
(Date signed by Debtor)

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

35.50

0012-1772-1617/3

STATE OF MARYLAND

BOOK 521 PAGE 323

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 271056

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 11/16/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Sherwood W. Bailey

Address 8000 Paddock Crt., Severn, Maryland, 21144

2. SECURED PARTY

Name Norwest Financial Leasing Inc

Address 24B Defense Street, Annapolis, MD, 21401

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

3. Maturity date of obligation (if any) _____

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

All goods purchased from Columbia Jewelers under a revolving charge agreement.

RECORD FEE 13.00
POSTAGE .50
#C12060 C055 R01 T15:43
12/28/87

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)

_____
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

S. T. Snyder
(Signature of Secured Party)

S. T. Snyder
Type or Print Above Signature on Above Line

1056 C84 MD

REVOLVING CHARGE AGREEMENT

BOOK 521 PAGE 324

BRANCH ORIGINAL

Dear Customer: We've written this Revolving Charge Agreement in simple and easy-to-read language because we want you to understand its terms. Please read your agreement carefully and feel free to ask us any questions you may have about it. We use the words **you** and **your** to mean the Buyers. The words **we, us** and **our** refer to the Seller indicated below.

	Last Name	First Name	Middle Initial
BUYERS NAMES	Bailey	Sherwood	W
	Last Name	First Name	Middle Initial

Street Address: 8000 Paddock Ct

City: Severn State Abbr.: Md Zip: 21144

Signed At: Maryland

(City and State)

Creditor (Seller): Columbia Jewelers

(Seller's Name)

Seller's Address: 18 Parole Plaza

(Street, City, State, Zip)

By: Apo Md 21401

(Owner, Officer or Firm Member)

Date of Agreement: 10-28-87

PERIODIC RATE. The periodic rate used in figuring the finance charge and the corresponding annual percentage rate are shown below.

Monthly Periodic Rate 1.75 %

ANNUAL PERCENTAGE RATE 21 %

PAYMENT. You promise to pay for all purchases made by you or others you allow to use your account plus all other charges and an finance charge that may be assessed as provided in this agreement. Your first monthly billing cycle will begin on the day you make you first purchase under your account. We will send you a statement after the end of each monthly billing cycle in which there is a balanc due, called "new balance" on your statement. You promise that within 25 days after the billing date shown on your statement you will pa at least the minimum payment called for in this agreement plus any amount that is past due. Payments are not considered made, and a not credited to your account until received by us at the location given in your monthly statement as the location at which payments ma be made.

WHEN FINANCE CHARGE IS IMPOSED. The finance charge begins on the date the transaction is posted to your account. If you pa your unpaid balance in full there will be no finance charge imposed on that balance for the billing cycle in which you paid it. If you pa the new balance shown on a statement before you make any new purchases and within 25 days of the billing date there will be no finan charge imposed on the new balance you paid for the billing cycle in which you paid it.

FINANCE CHARGE. We figure the finance charge on your account by applying the periodic rate to the "average daily balance" of yo account (including current transactions). To get the "average daily balance" we take the beginning balance of your account each day, ad any new purchases or charges, and subtract any payments or credits. This gives us the daily balance. If any daily balance is not mo than zero, we change all prior daily balances to zero. Then, we add all the daily balances for the billing cycle together and divide the to by the number of days in the billing cycle. This gives us the "average daily balance."

MINIMUM PAYMENT. The minimum payment each billing cycle will be 1/20th of the highest unpaid balance of your account, rounded the nearest $5, or $25, whichever is greater. The minimum payment will change only if subsequent purchases increase the unpaid balan to an amount requiring a higher minimum payment. You may pay your entire balance in full or more than the minimum payment at a time. Payment of more than the minimum payment but less than the unpaid balance will not relieve you of the obligation to make at lea the minimum payment in any future billing cycle.

SECURITY INTEREST. We will retain a purchase-money security interest under the Uniform Commercial Code in any goods sold und this agreement until full payment for the goods has been made. Payments will be applied first to unpaid finance charges, then to purchas in the order in which they are charged to your account. If several purchases are charged to your account on the same date, the low- priced will be considered paid for first. Down payments will be applied in full to the purchases on which they were made. You agree th any property sold under this agreement will remain personal property and will not become a fixture even if attached to real property. W will not claim a security interest or other lien (except judgment liens) in your principal dwelling.

FILING AND RELEASING FEES. We may charge your account for any fees or charges set by law that are paid to public officials for fil or releasing our security interest.

OPEN-END ACCOUNT. This agreement establishes for you an open-end credit plan and account. We may permit you to make purcha from time to time. A finance charge may be imposed by us from time to time on an outstanding unpaid balance. The amount of credit t may be extended to you during the term of the plan, up to any limit set by us, is generally made available to the extent that you re any outstanding balance.

DEFAULT. We may require that you pay all or part of your unpaid balance at once if you fail to make any required payment when due.

ATTORNEY'S FEES AND COSTS. If you have not made payments as required and your account is sent for collection to an attorney w is not our salaried employee, we may be awarded reasonable attorney's fees, plus allowable court costs.

CHANGE OF TERMS. We may change the terms of this account if not prohibited by law. A change in the terms of this account may ap to the unpaid balance existing on the effective date of the change.

RIGHT TO LIMIT OR CLOSE. We may limit or close your account, but the terms of this agreement will apply until any unpaid bala is fully paid.

REVERSE SIDE. The additional terms and provisions printed on the reverse side of this agreement are a part of this agreement and are bound by them in the same manner as if they were printed on the front of this agreement.

Buyer Acknowledges Receipt of a Copy of this Agreement

DEBTOR-BUYER: X Sherwood W. Bailey

DEBTOR-BUYER: _____

AMENDMENT TO FINANCING STATEMENT BOOK 521 PAGE 325

For Filing Of
File No._____
Date &
Hour_____

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

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
DAVCO FOOD, INC.	1657	Crofton Blvd.,	Crofton,	Maryland 21114

Name of Secured Party or assignee	No.	Street	City	State

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

1. This statement refers to original Financing Statement bearing File No. 270649 Filed with see below Date Filed Nov. 18 19 87
Liber 520; Folio 135; No. 270649
2. Financing Statement bearing file number shown above is amended as set forth below:

The original Financing Statement referenced above is now subject to the Maryland recordation tax. However, the recordation tax due on said instrument has been paid in connection with recording an Amendment to the Original Financing Statement filed with the State Department of Assessments and Taxation covering the same collateral and additional collateral of the Debtor located in other Maryland counties.

Clerk of the Circuit Court of Anne Arundel County, Maryland

RECORD FEE 10.00
POSTAGE .50
#212080 D055 R01 T15:45
12/28/87

Debtor(s) or assignor(s):

DAVCO FOOD, INC.

By: Donald Kristian
Title: President

Secured Parties:

CITICORP NORTH AMERICA, INC.

By: Carol Sangendorfer
Title: Vice President

CITIBANK, N.A.

By: Citicorp North America, Inc., as Agent

By: Carol Sangendorfer
Title: Vice President

10.50

BOOK 521 PAGE 326

EXHIBIT "A" 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

270649 520 135

BOOK 521 PAGE 327

271053

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-Financial Leasing Corp.

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 10/5/87, Schedule # 01, dated 10/30/87 between Assignor as Lessor and LEASE ACCOUNT # 500178 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated November 25, 1987 between Assignor and Assignee:

1 (one) Model #10250D, NLB Liquid Water Blaster, S/N 785280

RECORD FEE 11.00
TOTAL 11.00
#211300 C055 R01 T14:19
12/28/87

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)

RECORD FEE 11.00
POSTAGE .50
#211310 C055 R01 T14:19
12/28/87

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Trans Financial Leasing Corp.

Frank J. Sarro

(Signature of Debtor)

Frank J. Sarro, III, President

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 Jr

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

1150

1342

f/s

BOOK 521 PAGE 328

UNIFORM COMMERCIAL CODE
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. Wroten and Jean L. Wroten
Name or Names - Print or Type

P.O. Box 1304, Glen Burnie, Maryland 21061
Address-Street No. City, State Zip

2. Secured Party

Mercantile-Safe Deposit and Trust Company
Mercantile Mortgage Corporation
Name or Names - Print or Type

P.O. Box 17027, Baltimore, Maryland 21203
Adress-Street No. City, State Zip

3. Maturity Date (if any) N/A

4. Check Applicable Statement:

A. Continuation..... ☐ **The original financing statement between the aforegoing Debtor and Secured Party, bearing the file number shown above, 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: *See 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 following property:**	D. Other..... ☐ (Indicate whether amendment, termination, etc.)

RECORD FEE 10.00
POSTAGE .50
#122870 C055 R02 T15:58
12/28/87
JA

***BEING KNOWN AND DESIGNATED** as Lot 5B, as shown on the Plat entitled "26 Semi-Detached and 3 Single-Family Dwellings - Woodcrest Homes, Ltd.", which Plats are duly recorded among the Land Records of Anne Arundel County in Plat Book 103, folio 13.

Dated: December 10, 1987 **MERCANTILE MORTGAGE CORPORATION**

Please return to:

James C. Praley, Esq.
P.O. Box 1330
Glen Burnie, MD 21061
(87-546)

Paul W. Parks
Paul W. Parks, President

MERCANTILE MORTGAGE CORPORATION INCORPORATED 1972 MARYLAND

MERCANTILE-SAFE DEPOSIT AND TRUST

Ronald D. Mellum
Ronald D. Mellum, Vice President

10.00
80

TERMINATION STATEMENT BOOK 521 PAGE 329

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. 245106 Dated Nov. 18, 1982

Record Reference Liber 456 Page 207 (Anne Arundel Co.)

2. DEBTOR is:

Name: FLEE, Hilda
(last name first)

Address: 3 Holly Road, Severn Grove, Annapolis MD 21401

RECORD FEE 10.00
POSTAGE .50
#212210 CTT R01 T09:15
12/29/87
JA

3. SECURED PARTY is:

Name: DEE LIGHTER/DEE LIGHTER'S DIET CENTERS, LTD.

Address: 12324 Manship Lane, Bowie MD 20715

The Secured Party further certifies that she 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: DEE LIGHTER

12324 Manship Lane, Bowie MD 20715

SECURED PARTY:

DEE LIGHTER/DEE LIGHTER'S DIET CENTERS, LTD.

By: Dee Lighter
(title)
President

Date: 21 December , 1987
(F/A #1580 @ $10.50)

16.50

AA Co
SL
12-29-87

MARYLAND FINANCING STATEMENT

BOOK 521 PAGE 330

☒ Not Subject to Recordation Tax-Conditional Sales Contract

☐ Recordation Tax of $_____ on Principal Amount of $_____ is enclosed/ has been paid (strike inapplicable phrase).

For Filing Officer
File No.: 271061
Record Reference:
Date & Hour of Filing:

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

1. DEBTOR: REDS DOVE, INC.
(Name or Names)
2729 SOLOMONS ISLAND ROAD EDGEWATER, MARYLAND
(Address)

DEBTOR:
(Name or Names)
(Address)

2. SECURED PARTY: JOHN C. LOUIS COMPANY, INCORPROATED
(Name or Names)
1805 CHERRY HILL ROAD BALTIMORE, MARYLAND 21230
(Address)

3. ASSIGNEE (if any) of SECURED PARTY: SIGNET BANK/MARYLAND
(Name or Names)
P. O. BOX 22497 BALTIMORE, MARYLAND 21203
(Address)

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

One (1) New Gradall model G660C rubber tired hydraulic excavator s/n 876538061 plus all attachments and accessories.

RECORD FEE 11.00
POSTAGE .50
#012340 C7I7 R01 T09:32
12/29/87
JA

NOT SUBJECT TO RECORDATION TAX - CONDITIONAL SALES CONTRACT AGREEMENT

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 Collatteral are also covered: Yes ☐ No ☒

DEBTOR(S):
REDS DOVE, INC.
By: John O. Stanley Pres.
John O. Stanley
(Type or print name of person signing)
(Title)

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

SECURED PARTY:
JOHN C. LOUIS COMPANY, INCORPORATED
By: George J. Chmelik Treas.
George J. Chmelik
(Type or print name of person signing)

Return To: SIGNET BANK/MARYLAND
P. O. BOX 22497 TO508
BALTIMORE, MARYLAND 21203

11.50

MARYLAND FINANCING STATEMENT 271062

(xx) Not Subject to Recordation Tax (C/S/C) BOOK 521 PAGE 331

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

1. LESSEE Arundel Video, Inc.
(Name or Names)
7608 Baltimore & Annapolis Blvd. Glen Burnie Shopping Center; Glen Burnie, MD 21061
(Address)

RECORD FEE 11.00
SSC2373 #018410 C345 R03 T09:09
12/29/87

LESSEE
(Name or Names)
(Address)

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

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

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

2 - C. Itoh Dot Matrix Printers XT310; 1 - Multi User Video Manager 5.1 Network Software; 1 - Server Unit IBM AT Compatable, 640K RAM 30 Meg fixed Disc. Monochrome Display, Adaptor Clock Calendar, Parallel Printer Port, Enhanced Keyboard; 1 - Server Unit IBM Compatable XT, 640K RAM Monochrome Display Adaptor, Clock Calendar, Enhanced Keyboard; 1 - 60 Meg Tape Back-up.

Equipment Location: Southgate Marketplace Stores P & Q
337 Hospital Drive Glen Burnie, MD 21061

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

LESSEE

Arundel Video, Inc.

By: [signature] Vice President
(Title)
David Harris
(Type or print name of person signing)

By: Harley R Brady President
(Title)
Harley R. Brady
(Type or print name of person signing)

LESSOR

CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Brian G. Connelly Manager
(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

271063

MARYLAND FINANCING STATEMENT

BOOK 521 PAGE 332

(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 Primedical Corporation
(Name or Names)
2661 Riva Road Annapolis, Maryland 21401
(Address)
SSC2372
LESSEE
(Name or Names)
(Address)

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

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

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

See attached Schedule A.

RECORD FEE 11.00
POSTAGE .50
#018420 C345 R03 T09:09
12/29/87
JA

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

LESSEE

Primedical Corporation

By: S. G. Ellsworth (Title)

S. G. Ellsworth President
(Type or print name of person signing)

By: (Title)

(Type or print name of person signing)

LESSOR

CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Brian G. Connelly Manager (Title)

Brian G. Connelly
(Type or print name of person signing)

Return to:

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

11-1

SCHEDULE A

Attached to and made a part hereof Equipment Lease No. SSC 2372
dated December 17, 1987.

BOOK 521 PAGE 333

Quantity	Description
2	Bookcase #34215C
5	Lateral File #964-SPEC
2	Lateral File #964-SPEC
1	Desk #269-SPEC
1	Credenza #376-CS
1	Desk Chair #548-SPEC
1	Bookcase #N1652BC
1	2 Seat Sofa #4222
1	Corner Table #N-1658T
3	End Tables #1-466)AK
1	Panel EFN-280
2	Wall Mount Kit WMK-80
3	Bourroughs Shelving #07812-010
2	Alarm Systems #Z1100R
1	Facsimile System #620

Approved and agreed to this 17th **day of** December, 198 7

Lessee: Primedical Corporation **Lessor:** Chesapeake Industrial Leasing Co., Inc.

By: _____ **By:** _____ Manager

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. BOOK 521 PAGE 334

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

271061

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 TR Vacek LTD. Inc.

Address 1102 Crain Hwy. SW, Glen Burnie, MD 21061

2. SECURED PARTY

Name Chief Automotive Systems, Inc.

Address 1924 East Fourth Street, Grand Island, NE 68801

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
#018440 C345 R03 T09:16
12/29/87

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

Name and address of Assignee

"Purchase Money Security Interest In:"
One Chief E-Z Liner Frame Straightener manufactured by Chief Automotive Systems, Inc., serial # II 18080, used by Debtor in its business, and all accessories, parts and equipment installed on and with the machine at the time of installation, all replacements or substitutions of any thereof, and all 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)

X Terry L. Vacek
(Signature of Debtor) Terry L. Vacek

TR Vacek LTD. Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

B. Rose, Credit Manager
(Signature of Secured Party) Barry Rose

Chief Automotive Systems, Inc.
Type or Print Above Signature on Above Line

STATE OF MARYLAND

BOOK 521 PAGE 335

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255217

RECORDED IN LIBER 481 **FOLIO** 411 **ON** 01/15/84 **(DATE)**

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste.200B, 407 Crain Highway, Glen Burnie,Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings & 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)

CHECK ☒ FORM OF STATEMENT

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

RECORDING FEE 10.00
POSTAGE .50
#011470 B345 R03 T09:21
12/29/87

[redacted]

Dated December 2,1987

Penny Seaman
(Signature of Secured Party)

Penny Seaman / Consumer Loan Manager
Type or Print Above Name on Above Line

10-00
50

1987 DEC -3 A 8:12

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

Anne Arundel Co.
A/C# C-02-05002-9

271066

BOOK 521 PAGE 336

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.

RECORD FEE 17.00
POSTAGE .50
#018510 C245 R03 T02:28 12/29/87 SA

1. **DEBTOR**

Name Radcliff, Philip G., Jr.

Address 770 223rd Street Pasadena, MD 21122

2. SECURED PARTY

Name Chesapeake Ford Truck Sales, Inc.

Address 8540 Pulaski Highway Baltimore, MD 21237

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

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

3. Maturity date of obligation (if any) _____

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

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

ASSIGNEE OF 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)

Philip G. Radcliff, Jr.
See attached for originial 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)

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

FORM MAY BE PURCHASED FROM NOBBS & WARREN, INC., BOSTON, MASS. 02101

CREDIT ALLIANCE CORPORATION

CONDITIONAL SALE CONTRACT NOTE

BOOK 521 PAGE 337

TO: Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales ("Seller") FROM: Philip G. Radcliff, Jr. ("Buyer")

8540 Pulaski Hwy. Baltimore, MD 21237 (Address of Seller)

770 223rd Street Pasadena, MD 21122 (Address of Buyer)

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

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

One (1) 1987 Ford Model LTL9000 Dump Truck with 14' Steel dump body, S/N 1FDZA90X9HVA67213

(1) TIME SALES PRICE	$ 107,168.80
(2) Less DOWN PAYMENT IN CASH	$ 10,000.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance)	$ -0-
(4) CONTRACT PRICE (Time Balance)	$ 97,168.80

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 770 223rd Street Pasadena, MD 21122

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Ninety seven thousand one hundred sixty eight and 80/100******** ********** Dollars ($ 97,168.80) being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 22nd day of January, 19 88, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of $ 1,619.48 and the final installment being in the amount of $ 1,619.48 with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisement and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

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

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

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

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

Date: December 21, 19 87

BUYER(S)-MAKERS(S):

Chesapeake Ford Truck Sales, Inc.
Accepted T/A Chesapeake Truck Sales (SEAL)
(Print Name of Seller Here)

By: H. C. Weidner V.P.

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

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

This instrument prepared by _____

Philip G. Radcliff, Jr. (SEAL)
(Print Name of Buyer-Maker Here)

By: Philip G Radcliffe Jr

Co-Buyer-Maker:

Philip G. Radcliff, Jr (SEAL)
(Print Name of Co-Buyer-Maker Here)

By: _____

CAL 2XD(1-75) (See Instructions on Reverse Side of Last Page)

© 1975 CREDIT ALLIANCE CORPORATION

3

ORIGINAL FOR FILING-NON-NEGOTIABLE

BOOK 521 PAGE 338

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 jurisidiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

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

GUARANTORS-ENDORSERS SIGN HERE:

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

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

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

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

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

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

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

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

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

Date: _____, 19 _____

_____ _____
(Witness)

_____ (SEAL)
(Corporate, Partnership or Trade Name or Individual Signature)

By: _____
(Signature; Title of Officer, "Partner" or "Proprietor")

} Signature of Seller

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ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated December 21, 1987

between Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales, as Seller/Lessor/Mortgagee

and Philip G. Radcliff, Jr. (Name) 770 223rd Street (Address) Pasadena, MD 21122

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 fulfull 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 $ 97,168.80

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 21st day of December 19 87

Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales
(Seller/Lessor/Mortgagee)

By H. C. Wiedmer V.P.

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

PRINT OR TYPE ALL INFORMATION BOOK 521 PAGE 340

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

271067

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

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

RECORD FEE 11.00
POSTAGE .50
#019590 C345 R03 T09:52
12-21-87

Index numbers of subsequent statements (For office use only)

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

Corman Construction, Inc.
8111 Annapolis Junction Road
Jessup, MD 20794

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

Name & address of Secured Party

Furnival Machinery Company
7135 Standard Drive
Hanover MD 21076

Name & address of Assignee

Associates Commercial Corporation
8002 Discovery Drive, #420
Richmond, VA 23288

Date of maturity if less than five years

Check if proceeds of collateral are covered
(X)

Description of collateral covered by original financing statement

One Komatsu Model D66S-1 Crawler Loader SN/01477 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND 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:

Corman Construction, Inc.	Furnival Machinery Company
Signature of Debtor if applicable (Date) (12/17/87)	Signature of Secured Party if applicable (Date) J Wreath 12/21/87

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603501 (8-82)

BOOK 521 PAGE 341

271068

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)

Baltimore Washington Hotel
Limited Partnership
829 Elkridge Landing Road
Linthicum, Maryland 21090

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

Circle Business Credit, Inc.
110 S. Jefferson Plaza
Whippany, NJ 07981

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

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

One (1) HMS Basic System consisting of:

Three (3) IBM Monitors w/Keyboards & Disc Drives
Four (4) Texas Instrument Omni 800 Printers, Model #855
One (1) Tecmar Tape Back-up
and all attachments and ancillary equipment.

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

RECORDING FEE 11.00
#019600 C345 RU3 T09:53
12/29/87

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

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

Filed with: The Clerk of Circuit Court/Anne Arundel Co. (not subject to recordation tax) C/S/C

Baltimore Washington Hotel Limited Partnership

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

Denise Schmidt
Circle Business Credit, Inc.

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

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-1.

BOOK 521 PAGE 342

271069

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)
Annapolis Electric, Inc. 1973 Fairfax Road Annapolis, Maryland 21401	Circle Business Credit, Inc. 110 S. Jefferson Plaza Whippany, NJ 07981	RECORD FEE 11.00

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

One (1) Reconditioned Parsons T-18 Trencher
One (1) New Master Track Trailer

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

12/29/97

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

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

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

Annapolis Electric, Inc.

William P. Crouse

By: _____
Signature(s) of Debtor(s)

Circle Business Credit, Inc.

Tammy Tonero D/C

By: _____ D.C.
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-1.

BOOK 521 PAGE 343

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)
R&M Optical, Inc., a MD Corp.
c/o Pearle Vision Center
1933 West Street
Annapolis, MD 21401

2. Secured Party(ies) and address(es)
Pearle Vision Center, Inc.
2534 Royal Lane
Dallas, TX 75229

For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 245633 Liber 457
Filed with County Recorder Date Filed 01/08/83 19

RECORD FEE 10.00
POSTAGE .50
#016640 0345 R03 T09:56
12/29/87

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

10.

No. of additional Sheets presented:

Pearle Vision Center, Inc.

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

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

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

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58

BOOK 521 PAGE 344

A A Co. 11.50

38228 T

271071

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

FINANCING STATEMENT

1. LESSEE(S)

Villa Venezia Pizzeria, Inc.
Name or Names - Print or Type

64 Mountain Road, Glen Burnie, MD 21061
Address - Street No. | City - County | State | Zip

2. LESSOR — L-J Leasing Company, 600 Reisterstown Road, Baltimore, Maryland 21208

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

1-Berkel Automatic Slicer Model #818
1-Hatco Conveyor Toaster TRH60
1-Sharp Cash Register
1-950 Hamilton Beach Triple Head Mixer Model #950
1-Star two burner hot plate

ASSIGNED TO SOVRAN BANK, BALTIMORE, MARYLAND

RECORD FEE 11.00
POSTAGE .50
#018650 C345 R03 T09:57
12/29/87
JA

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

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.
7. Products of collateral are covered.

LESSEE(S): **Villa Venezia Pizzeria, Inc.**

By: Rosario Montevago
Signature of Lessee

Rosario Montevago Pres.
Type or Print

Signature of Lessee

Type or Print

LESSOR: L-J Leasing Company

By: Louise E. Neutze
Signature of Lessor

Louise E. Neutze, Mgr.

To The Filing Officer: After This Statement Has Been Recorded Please Mail The Same To:

L-J Leasing Company
P.O. Box 21472
600 Reisterstown Road

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)

BOOK 521 PAGE 345

271072

2. ☒ Not subject to Recordation Tax
☐ Subject to Recordation Tax; Principal Amount is $.....

3. Name and address of debtor(s)	4. Name and address of secured party
Chesapeake Body & Frame, Inc. 348 Mountain Road Pasadena, Maryland 21122	Leasing Corporation of America P.O. Box 152 Stevenson, Maryland 21153-0152

5. Name of assignee of secured party:

Address:

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

1 - Hercules Frame Machine, S/N 12870136

RECORD FEE 11.00
POSTAGE .50
#018670 C345 R03 T10:07
12/29/87

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) Chesapeake Body & Frame, Inc.

By Richard E. Martin Title Pres.

Richard E. Martin
(On above line, type or print name(s) of person(s) signing)

Secured Party Leasing Corporation of America

By _____

Jonathan S. Waranch. President
(On above line, type or print name of person signing)

11
80

FINANCING STATEMENT

271073

☐ Not subject to recordation tax
☒ Subject to recordation tax on principal amount of $6,924.00...

1. Name of Debtor(s):
Address: Legum & Henley, P.A.
208 Duke of Gloucester
Annapolis, Md. 21401

BOOK 521 PAGE 346

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

RECORD FEE 11.00
RECORD TAX 49.00
POSTAGE .50
#0178:90 0345 R03 T10:09
12/29/87

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

2 @ IBM Model 30 Computers Serial #'s 1052252 and 1254528
2@ IBM Monochrome Displays Serial #'s 0254483 and 0216534
1 @ Laserjet Printer Serial #70792

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): Legum & Henley, P.A.

BY: Alan H. Legum, Pres.

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: H. James Batson, Assitant V.P.
(Type Name and Title)

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

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

MAIL TO: First American Bank of Maryland
209 Main Street
Annapolis, Md. 21401

045-580/3 Rev. 5/86

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

BOOK 521 PAGE 347

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 260038 **recorded In Liber** 493, **Folio** 548 **on** January 16, 1986 **(date)**

1. DEBTOR(S):

Name(s): 1691 Limited Partnership, A Maryland Limited Partnership

Address(es): P.O. Box 3032
Crofton, MD 21114

2. SECURED PARTY:

Name: State National Bank of Maryland now known as

Address: Dominion Bank of Maryland, National Association
7220 Wisconsin Ave.
Bethesda, MD 20814

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

RECORD FEE 10.00
POSTAGE .50
#012550 C777 REC T12:00
12/29/87
JM

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:
1691 Limited Partnership,
a Maryland Limited Partnership
P.O. Box 3032
Crofton, MD 21114

SECURED PARTY:
State National Bank of Maryland now known as
Dominion Bank of Maryland, National Association
BY: Lisa A Morrill
Lisa A. Morrill, Loan Administration Officer

PLEASE RETURN TO:
SETTLEMENT OFFICE
Lerch, Early, Roseman & Frankel
CHARTERED
10th. FLOOR
3 BETHESDA METRO CENTER
BETHESDA, MD. 20814-5367

10 50

BOOK 521 PAGE 348

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 259457 recorded in Liber 492, Folio 239 on December 04, 1985 (date)

1. **DEBTOR(S):**

Name(s): 1691 Limited Partnership, a Maryland Limited Partnership

Address(es): P.O. BOX 3032
Crofton, MD 21114

2. **SECURED PARTY:**

Name: State National Bank of Maryland now known as

Address: Dominion Bank of Maryland, National Association
7220 Wisconsin Ave.
Bethesda, MD 20814

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.

RECORD FEE 10.00
POSTAGE .50
RECEIVED 12/29/87 T12:00
12/29/87
JA

8.

9. **DEBTOR:**

1691 Limited Partnership, a
Maryland Limited Partnership

P.O. Box 3032

Crofton, MD 21114

SECURED PARTY:

State National Bank of Maryland now known as
Dominion Bank of Maryland, National Association

BY: Lisa A Morrill

Lisa A. Morrill, Loan Administration Officer

PLEASE RETURN TO:
SETTLEMENT OFFICE
Lerch, Early, Roseman & Frankel
CHARTERED
10th. FLOOR
3 BETHESDA METRO CENTER
BETHESDA, MD. 20814-5367

1560

Cross-index in
Land Records

Indemnity Financing Statement Not
subject to Recordation Tax:

DATE: [illegible], 1987

BOOK 521 PAGE 349

INDEMNITY FINANCING STATEMENT

271075

1. Guarantor: RIVA TRACE CORPORATION

   Address: 2661 Riva Road
   Suite 400
   Annapolis, Maryland 21401

2. Secured Party: HOME FEDERAL SAVINGS BANK

   Address: P.O. Box 1179
   Hagerstown, Maryland 21741-1179

3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

RECORD FEE 15.00
POSTAGE .50
RECEIVED 0345 R03 T13:58
12/29/87

(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.

4. The aforesaid items are included as security in an Indemnity Credit Line Deed of Trust of even date herewith given by Guarantor to RICHARD W. PHOEBUS and THOMAS B. FRAME, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing an indebtedness owed by Gary G. Pyles to Home Federal Savings Bank, and are deemed by said Indemnity Credit Line Deed of Trust to be part of the hereinafter described real estate.

5. Proceeds of collateral are covered hereunder.

6. The real estate is that parcel owned by Gary G. Pyles, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

BOOK 521 PAGE 3511

DEBTOR:

RIVA TRACE CORPORATION

By _____
Gary G. Pyles, President

SECURED PARTY:

HOME FEDERAL SAVINGS BANK

By Jacqueline M. Glover
JACQUELINE M. GLOVER, VICE PRES.

RTFS332.161 E3

SCHEDULE A

Being known and designated as lots numbered 1 through 44, inclusive, as shown on a plat entitled "Resubdivision of Reserve Parcel "B" Riva Trace Section 2 Winter's Chase, which plat is recorded among the plat records of Anne Arundel County in Book 106, pages 17 and 18."

Being part of the property which by Deed dated January 27, 1984, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber EAC 3691, folio 553, was conveyed by Habonim Camp Association Company, Inc.,, to Riva Trace Corporation.

BOOK 521 PAGE 352

271076

Not to be recorded in
Land Records

Subject to Recordation Tax:
Principal Amount is $1,020,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: December 17, 1987

FINANCING STATEMENT

1. Debtor: NEW ENGLAND DEVELOPERS, INC.
Address: 102 Old Solomons Island Road
3rd Floor
Annapolis, Maryland 21401

2. Secured Party: SIGNET BANK/MARYLAND
Address: P.O. Box 1077
Baltimore, Maryland 21203

3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

RECORD FEE 13.00
POSTAGE .50

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

#019250 D345 R03 T15:13
12/29/87
JA

(d) all contract rights of and from the herein described property or any part thereof.

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GORDON DE GEORGE and THOMAS M. SCOTT, III, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to Signet Bank/Maryland, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.

5. Proceeds of collateral are covered hereunder.

6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

NEW ENGLAND DEVELOPERS, INC.

By Mark W Clark

SECURED PARTY:

SIGNET BANK/MARYLAND

By Elizabeth McDaniel
Vice President

CLARK419.198 V1

EXHIBIT A

All those lots of ground situate in Anne Arundel County, Maryland and being known and designated as Lots 63, 64, 67, 68, 71, 72, 75, 76, 77, and 201, as shown on the Plat #2, entitled PLEASANT PLAINS, which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 3, Folio 32.

04105-16135

Mail to

RETURN TO -

Central Maryland Title Company
7310 Ritchie Highway, Suite 210
Glen Burnie, Maryland 21061

BOOK 521 PAGE 355

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

3. Maturity date (if any):

1. ~~Debtor(s)~~ (Last Name First) and address(es)
Lessee
UNC Incorporated, UNC Aerospace Division
175 Admiral Cochran Drive
Annapolis, MD 21401

2. ~~Secured Party(ies)~~ and address(es)
Lessor
General Electric CRedit Corporation
2264 Silas Deane Highway
Rocky Hill, CT 06067

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
#213000 0777 R01 T14:54
12/23/87

4. This statement refers to original Financing Statement bearing File No. 108226 5/8 619
Filed with Clerk of the Circuit Court, Anne Arundel County, MD Date Filed 10-13-87 19 460807

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.

AMEND: Serial Number of New Metco Advance Plasma Gun System shown as 4V703005 should read as 4V703009.

No. of additional Sheets presented:

UNC Incorporated, UNC Aerospace Division

By: Fred M Kenney
Signature(s) of ~~Debtor(s)~~ (necessary only if Item 8 is applicable). Lessee

General Electric Credit Corporation

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

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-3

BOOK 521 PAGE 356

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

3. Maturity date (if any):

1. ~~Debtor~~ Lessee (Last Name First) and address(es)

UNC Aerospace Division of UNC, Incorporated
175 Admiral Cochran Drive
Annapolis, MD 21401

2. ~~Secured Party~~ Lessor and address(es)

General Electric CRedit Corporation
2264 Silas Deane Highway
Rocky Hill, CT 06067

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
#213990 CTT R01 T14:54
12/29/87

4. This statement refers to original Financing Statement bearing File No. 168216 518 - 618 4008077 Filed with Clerk of the Circuit Court, Anne Arundel County, MD Date Filed 10-13-87 19

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

10.

AMEND: Serial Number of New Metco Advance Plasma Gun System shown as 4V703005 should read as 4V703009.

No. of additional Sheets presented:

e Division of UNC, Incorporated

(~~XXX~~necessary only if Item 8 is applicable). Lessee

General Electric Credit Corporation

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

– Alphabetical

STANDARD FORM - FORM UCC-3

271079

BOOK 521 PAGE 357

FINANCING STATEMENT

1 ☐ To Be Recorded in the Land Records at _____

2. ☒ To Be Recorded among the Financing Records at A.A. County

3 ☒ Not subject to Recordation Tax

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

5 Debtor(s) Name(s) Address(es)

Eastern Waste Industries, Inc. P.O. Box 6606
Annapolis, MD 21401-0606

6 Secured Party Maryland National Bank Address Department Collateral Unit

Attention Lisa Keller Post Office Box 987, Mailstop P.O. Box 871

Baltimore, Maryland 21203 Annapolis, MD 21404

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

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

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

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

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

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractural 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. See Attached Schedule A

☐ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

RECORD FEE 11.00

POSTAGE .50

#212630 C777 R01 T14:16

12/29/87

Debtor: Eastern Waste Industries, Inc.

By: David Vorel V.P. (Seal)
Type name and title, if any

By: David Vorel, Vice President (Seal)
Type name and title, if any

Secured Party: Maryland National Bank

By: Maureen S. Konschnik (Seal)

Maureen T. Konschnik, Vice President
Type name and title

207-95 REV 1/86

MARYLAND NATIONAL BANK

11.50

SCHEDULE A

BOOK 521 PAGE 358

2 HHP Heil Half Pack Front
Loaders
Chassis #Mr686502884
Body #HHP1592
Chassis #MR686S02885
Body #HHP1593

2 40 Cubic Yard E-Z Pack
Hercules Heavy Duty Half Pack
Front Loader
Serial #4151
#4154

SIF's filed on
1988 Mack Truck Ser #1M2K130C7JM002884
1988 Mack Truck Ser #1MZK130C9JM002885
1987 Mack Truck Ser #1M2K127C3HM010488
1987 Mack Truck Ser #1M2K127C5HM010489

271085

BOOK 521 PAGE 359

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at _____

2. ☒ To Be Recorded among the Financing Records at Clerk of The Court for 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): American Medical Equipment, Inc. and AME Industries, Inc.

Address(es): 7485 Shipley Avenue, Harmans, Maryland 21077

6. Secured Party: Maryland National Bank

Address: Department Annapolis Collateral Control Unit
Post Office Box 987, Mailstop 500-501
Baltimore, Maryland 21203

Attention: Lisa Edwards

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

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

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

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

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

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

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

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

☐ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

RECORD FEE 12.00

Debtor: American Medical Equipment, Inc. and AME Industries, Inc.

By: _____ (Seal)
Type name and title, if any C. Michael Banz, Pres.

By: _____ (Seal)
Type name and title, if any Stephen A. Berlew, Vice-Pres

Secured Party: Maryland National Bank

By: _____ (Seal)
Mark T. Blizzard, Vice President
Type name and title

POSTAGE .50

#212640 CTTT R01 T14:16
12/29/87

207-95 REV. 1/86

MARYLAND NATIONAL BANK

271080

BOOK 521 PAGE 360

FINANCING STATEMENT

1987 OCT 21 P 8:01

1. Name of Debtor: EASTERN WASTE INDUSTRIES, INC.
Address: P.O. Box 6606
1851 McGuckian Street
Annapolis, Maryland 21401-0606

2. Name of Secured Party: MARYLAND NATIONAL BANK
10 Light Street
Baltimore, Maryland 21202
Attn: Church Circle Office

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

(a) [Specific containers]

(b) All additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith and all replacements thereof and substitutions therefor.

4. All proceeds of all property described in Paragraph 3 above are covered.

5. Not subject to recordation tax. The security interest granted to Secured Party was granted to secure purchase money financing for the property described in Paragraph 3.

Debtor:

EASTERN WASTE INDUSTRIES, INC.

By David Vorel V.P.
Name: David Vorel
Title: Vice President

Secured Party:

MARYLAND NATIONAL BANK

By Maureen S. Konschnik
Name: Maureen T. Konschnik
Title: Vice President

Mr. Clerk: Return to: Secured Party at the address in Section 2 above

RECORD FEE 29.00
POSTAGE .50
#012650 CTT7 R01 T14:17
12/29/87
JA

Please record as follows:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

2. WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

A:RLK26.F

RECORDED ON OCT 21, 1987 AT 08 01 AM
IN THE FINANCING RECORDS OF THE MD. ST.
DEPARTMENT OF ASSESSMENTS AND TAXATION
ID # 72948063 RECEIPT # 07982020126
SEE BOTTOM OF PAGE FOR LIBER & FOLIO
RECORDING FEE 33.00
RECORDATION TAX
* THIS SERVES AS YOUR RECEIPT *

29.50

SCHEDULE A

Serial #	Description
PM1811, PP1035	6 C.YD. PACK-MAN FRT. SLEEVE LIFT
PM1804, PP0978	6 C.YD. PACK-MAN FRT. SLEEVE LIFT
CP0653, PP0953	33 C.YD. COMBO-PACK CONT.
CP0661, PP0988	33 C.YD. COMBO-PACK CONT.
27727-31	30 C.YD. OPEN ROLL OFF CONT.
27732-36	30 C.YD. OPEN ROLL OFF CONT.
28035-39	30 C.YD. OPEN TOP ROLL OFF CONT.
28045-54	30 C.YD. OPEN TOP ROLL OFF CONT.
28040-44	30 C.YD. OPEN TOP ROLL OFF CONT.
28055-59	30 C.YD. OPEN TOP ROLL OFF CONT.
28060-64	30 C.YD. OPEN TOP ROLL OFF CONT.
28065-69	30 C.YD. OPEN TOP ROLL OFF CONT.
28070-74	30 C.YD. OPEN TOP ROLL OFF CONT.
87-7643, 7641, 87-7765, 87-7728	"Lesistell" 8 cubic yards front loading containers
87-7235, 87-7135, 87-7112, 87-7098, 87-7125, 87-4274, 87-4474, 87-4257, 87-4335, 87-7230	"Lewisteel" 2 cubic yards front loading containers
87-7729, 87-6190, 87-5005, 87-5035	"Lewisteel" 8 cubic yards front loading containers
87-7912, 87-7634, 87-7799, 87-7650, 87-7855	"Lewisteel" 4 cubic yards high front loading containers
87-7173, 87-7637, 87-7186, 87-7193, 87-7191	"Lewisteel" 2 cubic yards front loading containers
87-6042, 87-5845, 87-5743 87-5746, 87-5699, 87-5703, 87-5767, 87-5790, 87-5721, 87-7655, 87-7654, 87-7697	"Lewisteel" 4 cubic yards high front loading containers
87-7115, 87-7140, 87-7170, 87-7259, 87-7176, 87-7247, 87-7169, 87-7131, 87-7246, 87-7178, 87-7126, 87-7243	"Lewisteel" 2 cubic yards front loading containers
87-7894, 87-7191, 87-7847, 87-7707, 87-7710, 87-7848, 87-5714, 87-5654, 87-5927, 87-5762, 87-5809, 87-5658	"Lewisteel" 4 cubic yards high front loading containers
87-7196, 87-4276, 87-7127, 87-7188, 87-7113, 87-7128, 87-7114, 87-7236, 87-4435, 87-7153, 87-7251, 87-7242	"Lewisteel" 2 cubic yards front loading containers

87-6249, 87-6043, 87-6157, 87-6086, 87-6175, 87-6118, 87-6053	"Lewisteel" 8 cubic yards front loading containers
87-7907, 87-7656, 87-7814, 87-7811, 87-7593, 87-7663, 87-7812, 87-7808, 87-7937, 87-7736	"Lewisteel" 6 cubic yards low front loading containers
87-7830, 87-7773, 87-7654, 87-7829 87-7858, 87-7886, 87-7833, 87-7804 87-7828, 87-5701	4 cubic yards high front loading containers
87-7160, 87-7152, 87-7183, 7185, 87-7122, 87-7209, 87-7134, 87-7252, 87-7166, 87-7171, 87-7117, 87-7249, 87-7146, 87-7143	"Lewisteel" 2 cubic yards front loading containers
87-7609, 87-7615, 87-7798, 87-7622, 87-7631, 87-7783, 87-7629	"Lewisteel" 8 cubic yards front loading containers
87-608, 87-7681	"Lewisteel" 8 cubic yards front loading containers
87-7822, 87-7719, 87-7817, 87-7841, 87-7754, 87-7893, 87-7893, 87-7919, 87-7817, 87-7841, 87-7754, 87-7893, 87-7919, 87-7796	"Lewisteel" 6 cubic yards low front loading containers
87-7250	"Lewisteel" 2 cubic yards front loading container
87-5918	"Lewisteel" 4 cubic yards high front loading container
87-7989, 87-7625, 87-7630, 87-7810, 87-7699, 87-7468, 87-7669	"Lewisteel" 8 cubic yards front loading containers
87-7458, 87-6279	"Lewisteel" 8 cubic yards front loading containers
87-7788, 87-7792, 87-7801, 87-7873, 87-7821	"Lewisteel" 6 cubic yards low front loading containers
87-1187	"Lewisteel" 4 cubic yards high front loading container
87-7200	"Lewisteel" 2 cubic yards front loading containers

87-7536, 87-7587, 87-7596, 87-7533, 87-7569, 87-7834, 87-7978	"Lewisteel" 8 cubic yards front loading containers
87-7578, 87-8033, 87-7566, 87-7574, 87-7583, 87-8029, 87-7585	"Lewisteel" 8 cubic yards front loading containers
87-7608, 87-7591, 87-7559, 87-8032	"Lewisteel" 8 cubic yards front loading containers
87-7756, 87-7789, 87-7691	"Lewisteel" 6 cubic yards low front loading containers
87-7199, 87-7144, 87-7257	"Lewisteel" 2 cubic yards front loading containers
87-7042, 87-5027, 87-7002, 87-7021, 87-7579, 87-7009, 87-7094	"Lewisteel" 8 cubic yards front loading containers
87-5916, 87-5589	"Lewisteel" 8 cubic yards front loading containers
87-7314, 87-7001, 87-7009, 87-7174 87-7136, 87-7075, 87-7018, 87-21	"Lewisteel" 6 cubic yards low front loading containers
87-7908	"Lewisteel" 4 cubic yards high front loading containers
87-7199	"Lewisteel" 2 cubic yards front loading containers
87-7543, 87-7274	"Lewisteel" 8 cubic yards front loading containers
87-7141, 87-7742, 87-7509, 87-7241, 87-7302, 87-7159, 87-7005, 87-7037	"Lewisteel" 6 cubic yards low front loading containers
87-5691	"Lewisteel" 4 cubic yards high front loading containers
87-7528	"Lewisteel" 2 cubic yards front loading containers
87-7999, 87-7589, 87-7577, 87-7563, 87-6280	"Lewisteel" 8 cubic yards front loading containers
87-7369, 87-7101	"Lewisteel" 6 cubic yards low front loading containers
87-7255, 87-7175	"Lewisteel" 2 cubic yards front loading containers

87-7041, 87-7430, 87-7626, 87-7011, 87-6211, 87-7086, 87-7564	"Lewisteel" 8 cubic yards front loading containers
87-7025, 87-7601, 87-8014, 87-7555, 87-7588, 87-7779	"Lewisteel: 8 cubic yards front loading containers
87-7145	"Lewisteel" 6 cubic yards low front loading containers
87-7023, 87-7581, 87-7590 87-7273, 87-7024, 87-7015, 87-7029	"Lewisteel" 8 cubic yards front loading containers
87-5655, 87-7100, 87-7598	"Lewisteel" 6 cubic yards low front loading containers
87-7787, 87-7843, 87-7844, 87-7809 87-7870, 87-7824, 87-7827, 87-7869	"Lewisteel" 4 cubic yards high front loading containers
87-7375, 87-7321, 87-7296, 87-6216, 87-7256, 87-7262, 87-7237, 87-7198	"Lewisteel" 2 cubic yards front loading containers
87-7010, 87-7613, 87-7180, 87-7339, 87-7597, 87-6200, 87-7008	"Lewisteel" 8 cubic yards front loading containers
87-7496, 87-7435, 87-7417, 87-7532, 87-7523, 87-7486, 87-7336, 87-7529, 87-7345, 87-7465, 87-7484, 87-7709	"Lewisteel" 4 cubic yards high front loading containers
87-7432, 87-7165, 87-7487, 87-7437, 87-7338, 87-2987, 87-3505, 87-3562, 87-3553, 87-3567, 87-3518, 87-3481	"Lewisteel" 2 cubic yards front loading containers
87-6259, 87-7102, 87-7054, 87-7276, 87-7291	"Lewisteel" 6 cubic yards low front containers
87-7482, 87-7095, 87-7399, 87-7358	"Lewisteel" 4 cubic yards high front loading containers
87-7481, 87-7442, 87-7348, 87-7489 87-7488, 87-7410	"Lewisteel" 2 cubic yards front loading containers
87-7288, 87-7270, 87-7071	"Lewisteel" 6 cubic yards low front loading containers
87-7427, 87-7456, 87-7057, 87-7484, 87-7495, 87-7503, 87-7515	"Lewisteel" 4 cubic yards high front loading containers
87-7388, 87-7343, 87-7367, 87-7371, 87-7491, 87-7454	"Lewisteel" 2 cubic yards front loading containers
87-7551, 87-7571	"Lewisteel" 8 cubic yards front loading containers

961 1630

87-7661, 87-7759, 87-7592, 87-7741, 87-7816, 87-7085, 87-7279, 87-7083	"Lewisteel" 6 cubic yards low front loading containers
87-7484	"Lewisteel" 4 cubic yards high front loading containers
87-7295	"Lewisteel" 2 cubic yards front loading containers
87-7122, 87-7004	"Lewisteel" 8 cubic yards front loading containers
87-7085, 87-7277, 87-7271, 87-7297, 87-7089, 87-7104, 87-7017, 87-7062, 87-7293, 87-7038	"Lewisteel" 6 cubic yards low front loading containers
87-7413, 87-7411, 87-7490, 87-7341, 87-7082, 87-7372, 87-7414, 87-7166, 87-7122, 87-7393, 87-7056	"Lewisteel" 2 cubic yards front loading containers
87-9063, 87-9011, 87-9022	"Lewisteel" 8 cubic yards front loading containers
87-7813, 87-7806, 87-4167, 87-5843	"Lewisteel" 6 cubic yards low front loading containers
87-9193, 87-9197, 87-9179, 87-9189, 87-9182, 87-9167, 87-9181	"Lewisteel" 8 cubic yards front loading containers
87-9264, 87-9042, 87-9318, 87-9261, 87-9313, 87-9267, 87-9325, 87-9377, 87-9315, 87-9319, 87-7805, 87-7672	"Lewisteel" 6 cubic yards low front loading containers
87-9317, 87-9321, 87-9328, 87-9328, 87-7046, 87-87-7286, 87-7017, 87-7280	"Lewisteel" 6 cubic yards low front loading containers
87-9754, 87-9775, 87-9771, 87-9832, 87-9751, 87-9749	"Lewisteel" 6 cubic yards low front loading containers
87-10292, 87-10268, 87-10236, 87-10177	"Lewisteel" 8 cubic yards front loading containers
87-9676, 87-9614, 87-9778	"Lewisteel" 6 cubic yards low front loading containers
87-10263, 87-10313, 87-10184, 87-10188, 87-10325, 87-10328, 87-10309	"Lewisteel" 8 cubic yards front loading containers

87-10282, 10174, 10327, 10221, 10284, 10279	"Lewisteel" 8 cubic yards front loading containers
87-7483, 7346	"Lewisteel" 4 cubic yards high front loading containers
87-10541, 10540, 10420, 10512, 10490, 10487, 10447, 10448, 10542, 10546, 10524, 10418	"Lewisteel" 6 cubic yards low front loading containers
87-10636, 87-10606, 87-10604, 87-10552, 87-10629, 87-10625, 87-10484, 87-10600, 87-10649, 87-10557, 87-10556, 87-10664	"Lewisteel" 6 cubic yards low front loading containers
87-10647, 10645, 10596, 10419, 10544, 10417, 10417, 10679, 10628, 10684, 10619, 10616, 10638	"Lewisteel" 6 cubic yard low front loading containers
87-10732, 10731	"Lewisteel" 8 cubic yards front loading containers
87-10611, 10618, 10686, 10646, 10593	"Lewisteel" 6 cubic yards low front loading containers
87-10621,87-10626, 87-10688, 87-10658, 87-10608, 87-10657, 87-10640, 87-10591, 87-10597, 87-10666, 87-105995, 87-10680	"Lewisteel" 6 cubic yards low front loading containers
2475, 2476	40 cu. yd. Octagon Style Packer Receivers
WF8069 WTR164	8 cu. yd. Top Pac Compactor Rear Feed
WA0337 WA0380	40 cu. yd. octagon Packer Receiver
F31217 - F31576	WasteWheelers Green
71834	4 yd. ft. ld. cont w/ lids
73962	4 yd. ft. ld. cont w/ lids
72406	2 yd. ft. ld. cont w/ lid
72408	2 yd. ft. ld. cont w/ lid
73109	4 yd. ft. ld. cont w/ lid
73961	4 yd. ft. ld. cont w/ lid
73972	4 yd. ft. ld. cont w/ lid
73973	4 yd. ft. ld. cont w/ lid
73974	4 yd. ft. ld. cont w/ lid
71832P	4 yd. ft. ld. cont w/ lid
73314	6 yd. ft. ld. cont w/ lid
73315	6 yd. ft. ld. cont w/ lid

S/N's 81488, 7428, 82337, 82338, 82339, 82344, 82345, 82346-61	front load containers, painted brown
42538, 42578, 42569, 42581, 42585, 42541, 42554	8 yard front load cont.
2003/4206	New ADIRA Hydraulic Press Brake Model QIH 16037
13088	Schematic E721
ARO-55-22-I	Roll Off Hoist
66308	2 yd. front load containers
66531-33 66535-36	3 yd. front load containers
66368	4 yd. front load containers
66513, 75112	6 yd. front load containers
72493, 72494, 72496	2 yd. Parkan containers
66372, 66376, 66377, 66378, 66379	4 yd. front load Parkan containers
66364, 66524, 66549, 66550, 69336	6 yd. front load containers
66482	8 yd. front load container
75114	6 yd. ft. ld cont.
66527	8 yd. ft. ld cont.
66528	8 yd. ft. ld cont.
66514	8 yd. ft. ld cont.
73252	8 yd. ft. ld cont.
73963-65 73970, 71833P	4 yd. ft. ld cont.
73257, 73261, 73263, 73313	6 yd. ft. ld cont.
73317, 73319, 75113	
72409, 72414, 72415	2 yd. ft. ld cont.
66534	3 yd. ft. ld cont.
66371, 74, 81, 82, 84, 85	4 yd. ft. ld cont.
73750, 73960	

STATE OF MARYLAND

BOOK 521 PAGE 368

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

THIS STATEMENT **REFERS** TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253519

RECORDED IN LIBER 477 FOLIO 108 ON August 22, 1984 (DATE)

RECORD FEE 10.00
POSTAGE .50
#21880 C777 R01 T14:36
12/29/87
JP

1. DEBTOR

Name Gertz, Allen

Address ~~XXXXXX~~ 1213 St. Stevens Church Road, Crownsville, MD 21032

2. SECURED PARTY

Name Massey Ferguson Credit ~~XXXXXXXXXX~~ Corporation

Address P.O. Box 10357 Des Moines, IA 50306

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:** XXXXXX (Indicate whether amendment, termination, etc.) TERMINATION

40-0019761-8403533
Anne Arundel

Dated December 14, 1987

Massey Ferguson Credit Corporation
M.K. Teachout
(Signature of Secured Party)

M.K. Teachout Credit Clerk
Type or Print Above Name on Above Line

10.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. BOOK 521 PAGE 369

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

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

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

This financing statement Dated 12/21/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

271081

1. DEBTOR

Name MARYLAND MIS, INC.

Address P.O. BOX 647 RIVEIRA BEACH MD 21122

2. SECURED PARTY

Name THE BANK OF GLEN BURNIE

Address P.O. DRAWER 70, GLEN BURNIE, MARYLAND 21061

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

3. Maturity date of obligation (if any) 12/21/91

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

1987 TOYOTA SKID STEER LOADER
#25DK8 S/N 10994

RECORD FEE 11.00
POSTAGE .50
#212840 CTT 001 T14:37
12/29/87
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)

MARYLAND MIS, INC.

BY: [signature] (Signature of Debtor)

J. EDWARD KISER, PRESIDENT
Type or Print Above Name on Above Line

BY: [signature] (Signature of Debtor)

BARBARA KISER, VICE PRESDIENT
Type or Print Above Signature on Above Line

THE BANK OF GLEN BURNIE

[signature] (Signature of Secured Party)

Lois Myers - Branch Manager
Type or Print Above Signature on Above Line

11.50

BOOK 521 PAGE 370

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 821-7 Ed. 1/85

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. 256686 recorded in Liber 485, Folio 272 on May 7, 1985 (Date).

1. DEBTOR(S):

Name(s) Dayton Trubee and Company, Inc.

Address(es) 58 Leeland Road, Edgewater, Maryland 21037

RECORD FEE 10.00
#212860 5777 R01 T14:40
12/29/87
JA

2. SECURED PARTY:

Name Maryland National Bank

Address 326 First Street, Suite 6, Annapolis, Maryland 21403

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

Angana Singh, RFD, P.O. Box 17068, M.S. 090159, Baltimore, MD 21203

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

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.

4. ☐ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. ☒ AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Name Correction of Debtor, Dayton O. Trubee, Jr., and name change for authorized signature of Secured Party, R.B. Megee.

9. SIGNATURES. Dayton Trubee, and Company, Inc.

Dayton O. Trubee, President

DEBTOR(S)

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

SECURED PARTY

Maryland National Bank

By R.B. Megee

R. B. Megee, Vice President
(Type, Name and Title)

16

Anne Arundel County

BOOK 521 PAGE 371

FINANCING STATEMENT

File No 271083

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code

1 DEBTOR(S) and Address(es)	2. SECURED PARTY and Address
Chesapeake Sprinkler Company, Inc. 180 Pen Rod Court, Section O Glen Burnie, MD 20161 7221 Grayborn Drive Glen Burnie, MD 21061	SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Gloria Bolton Commercial Loans **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, subsitutions 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:

RECORD FEE 11.00
TRANSFER TAX 434.00
SURCHARGE .50
#213870 0777 R01 T14:40
12/29/87
JA

☐ 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.

Various computer equipment and manufacturing equipment as fully described in Schedule A attached.

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: $62,000.00

DEBTOR:

CHESAPEAKE SPRINKLER COMPANY, INC.
(Type Name)

By: _____
David J. Anderson, President

By: _____

SECURED PARTY:
SIGNET BANK/MARYLAND

By: _____
Gerald A. Muccioli, Corporate Banking Officer
(Type Name)

12/25/87 19__
(Date Signed by Debtor)

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

11
434.50

0012-1671-0888/4

Schedule A

Quantity	Description
1	BNW 15E Graphics Card
1	Mitsubishi CAD Monitor
1	Numonics 24 x 36 Digitizer
1	Polytel Tochpad
1	BS Cable, necessary cables
1	Autodesk-AutoCAD Release 9

System Configurations

Virginia Office:

Acer 1100, 16Mhz 80386 32 bit CPU, 1.2MB floppy, 3MB RAM, 80MB Disk, 14" Amber Monitor, Tape Backup 9600 Baud Modem, Xenix, Ace, SCO-Word Processing and Spreadsheet.

2 Freedom-One Terminals.

Maryand Office:

Same system as above except: 130MB Disk replaces 80MB Disk 14" Color Monitor and adaptor replaces 14" Amber Monitor. Modem to be used on Zilog system.

4 Freedom-One Terminals.

1 additional 9600 Baud Modem for use in fabrication shop.

Miscellaneous:

1000 feet of Cable
20 Backup Tapes

Chesapeake Sprinkler Company
180 Pen Rod Court, Section O
Glen Burnie, MD 20161

8245 Backlick Road, Section B
Laoton VA 22079

CW-5 Circle Welder
Mod 151 Carriages

CB-1 Circle Burner
1/2 to 4 Step Adaptor

BOOK 521 PAGE 373

271083

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 dated December 22, 1987 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	Zip
Glen Burnie Pro Shop, Inc.	104 Roesler Road, Glen Burnie, MD and 9020 Pulaski Highway, Baltimore, MD				

Name of Secured Party or assignee	No.	Street	City	State	Zip
Dominion Bank of Maryland, National Association	7220 Wisconsin Ave., Bethesda, MD 20814				

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

All Equipment, Fixtures, Accounts and Inventory for a more detailed description see attached schedule A.

RECORD FEE 11.00
POSTAGE .50
#212900 C777 R01 T14:45
12/29/87

RETURN TO: Dominion Bank of Maryland, NA
Attn Consumer Credit
7220 Wisconsin Avenue
Bethesda, MD 20814

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

CHECK ☒ LINES WHICH APPLY

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

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

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

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

Debtor(s) or assignor(s)

Glen Burnie Pro Shop, Inc.

BY: Wayne K. Stepp

Wayne K. Stepp, President

(Type or print name under signature)

Secured Party or assignee

Dominion Bank of Maryland, National Association (Seal)

(Corporate, Trade or Firm Name)

BY: Donald W. Mowbray

Signature of *Secured Party* or Assignee

Donald W. Mowbray, A.V.P.

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

DBM 114

11.50

DEBTOR:

Glen Burnie Pro Shop, Inc.
104 Roesler Road
Glen Burnie, MD 21061 AND
9020 Pulaski Highway
Baltimore, MD

SECURED PARTY:

Dominion Bank of Maryland,
National Association
7220 Wisconsin Ave., 4th Floor
Bethesda, MD 20814

SCHEDULE A to Financing Statement

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

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

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

Clerk, Circuit Court of Anne Arundel County, Maryland

271084

BOOK 521 PAGE 375

FINANCING STATEMENT

RECORD FEE 11.00
RECORD TAX 238.00
POSTAGE .50
#215910 CTT R01 T14:45
12/29/87
SA

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 $ 33,652.07. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the inital debt has been paid to Anne Arundel County, Maryland.

5. Debtor(s) Name(s)	Address(es)
Commtex, Inc.	1655 Crofton Boulevard Crofton, Maryland 21114

6. Secured Party	Address
Equitable Bank, National Association Attention: Colleen Jurak (Type name & title) Documentation Assistant	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, contractural 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 substitions 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 descibed 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: Commtex, Inc.

By: _____ (Seal) _____ (Seal)
Donald W. Parker, President

By: _____ (Seal) _____ (Seal)
Robert M. Hamilton, Vice President

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

Form 609 (7/82)

11.00
238.50

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

BOOK 521 PAGE 376

SCHEDULE A

This Schedule A is attached to and made a part of a financing statement by and between Commtex, Inc. and Equitable Bank, National Association.

SECTION F CONTINUED:

1 Infrared Reflow System, S/N SMD-318
2 Generic Disks
1 Manual
1 Bottom Preheat
1 Rail/Chain Conveyor
1 Panel
1 Solid State Relay
1 4-20 Ma Input/Output Module
1 Time Proportioning Board
1 Rs-232 Board

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

BOOK 521 PAGE 377

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)
Cherry Hill Construction, Inc.
8170 Mission Road
Jessup, MD 20785

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

3. (a) This statement refers to original Financing Statement bearing File No. 000990 Filed with County of Anne Arundel Date Filed 8/ 7/87 19 515458
(b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed.
(c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block ☐

For Filing Officer RECORD FEE 10.00
POSTAGE .50

4. ☐ Continuation. The original financing statement between the foregoing debtor and secured party, bearing the 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 (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)

6. ☒ Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in item 9 have been assigned to the assignee whose name and address appear in item 9.

12/29/87
JA

7. ☐ Amendment. Financing statement bearing file number shown above is amended as set forth in item 9.

8. ☐ Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.

9. Assignee Caterpillar Financial Services Corporation, 10630 Little Patuxent Pkwy., Columbia, MD 21044
One (1) New Caterpillar Model #D5H Tractor S/N 8RC00934
One (1) Caterpillar Model #5P Bulldozer S/N 2AH00752
Secured Party is seller of equipment not subject to recordation tax.

#12125

10. Signatures:

Cherry Hill Construction, Inc.
By James Openshaw/
Debtor(s) (necessary only if item 7 is applicable) President

Alban Tractor Co., Inc.
By Mark N. Welsh/
Secured Party(ies) Asst. Secretary

(1) Filing Officer Copy - Numerical

FINANCING STATEMENT CHANGE

Standard Form Approved by N. C. Sec. of State and other States shown above.

UCC-3

STATE OF MARYLAND

BOOK 521 PAGE 378

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

THIS STATEMENT **REFERS TO ORIGINAL STATEMENT**, IDENTIFYING FILE NO. 015880

RECORDED IN LIBER 516 **FOLIO** 154 **ON** 8/17/87 **(DATE)**

1. **DEBTOR**

RECORD FEE 10.00
#212950 CTT7 R01 T14:51
12/29/87

Name Brown, Croft, & Frazier, P.A.

Address 100 Cathedral Street, Annapolis, MD 21401

2. **SECURED PARTY**

Name Guardian Bank, N.A.

Address 49 N. Franklin St., Hempstead, NY 11550

J.M. Pantano, Execulease Corp., 1975 Linden Blvd., Elmont, NY 11003
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. **Maturity date of obligation (if any)** _____

CHECK ☒ FORM OF STATEMENT

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

Dated December 4, 1987

(Signature of Secured Party)

Joseph R. Malerba
Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 521 PAGE 379

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

THIS STATEMENT **REFERS** TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 015890

RECORDED IN LIBER 516 FOLIO 155 ON 8/17/87 (DATE)

1. DEBTOR

RECORD FEE 10.00
M21296O C777 R01 T14:51
12/29/87

Name BFC Associates

Address 100 Cathedral Street, Annapolis, MD 21401

2. SECURED PARTY

Name Guardian Bank, N.A.

Address 49 N. Franklin St., Hempsead, NY 11550

J.M. Pantano, Execulease Corp., 1975 Linden Blvd., Elmont, NY 11003

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:** X (Indicate whether amendment, termination, etc.) TERMINATION

Dated December 4, 1987

(Signature of Secured Party)

Joseph R. Malerba
Type or Print Above Name on Above Line

STATE OF MARYLAND

Filed with Anne Arundel County

BOOK 521 PAGE 350

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

THIS STATEMENT **REFERS TO ORIGINAL STATEMENT**, IDENTIFYING FILE NO. 96924

RECORDED IN LIBER C237 487 **FOLIO** R02 161 **ON** July 29, 1985 (DATE)

1. **DEBTOR**

Name Anne Arundel County, Maryland

Address Arundel Center, Calvert & Northwest Streets, Annapolis, MD 21404

2. **SECURED PARTY**

Name Sovran Leasing Corporation

Address P. O. Box 8765 Richmond, VA 23226

RECORD FEE 10.00
POSTAGE .50
#212970 0717 R01 T14:52
12/29/87

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

3. **Maturity date of obligation (if any)** _____

CHECK ☒ FORM OF STATEMENT

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

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

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

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

RE: 95010

SOVRAN LEASING CORPORATION

Dated October 14, 1987

Dale D. Northington
(Signature of Secured Party)
Dale D. Northington AVP
Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 521 PAGE 381

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 82923

RECORDED IN LIBER 482 FOLIO 499 ON 2-25-85 (DATE)

1. DEBTOR

Name Joyce, Kevin E.

Address 3808 Birdsville Rd, Davidsonville MD. 21035

2. SECURED PARTY

Name Massey Ferguson Credit Corporation

Address P.O. Box 10357 Des Moines, IA 50306

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 XXXXXXXXXXX XXXXX
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: XXXXXXXXXXXXXXXXXXXXXXXXX

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: XXXXXXXXXX
(Indicate whether amendment, termination, etc.)

TERMINATION

RECORD FEE 10.00
POSTAGE .50
#212980 C777 R01 T14:53
12/29/87

40-0019057-8404985
Ann Arundel

Massey Ferguson Credit Corporation

Dated December 14,1987

M K Teachout
(Signature of Secured Party)

M.K. Teachout Credit Clerk
Type or Print Above Name on Above Line

BOOK 521 PAGE 382

271087

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):

BALTIMORE BAKERIES, INC.
Macy's - Marley Station
Third Floor Cafe Arcade
7880 South Ritchie Highway
Glen Burnie, MD 21061

2. Secured Party(ies) (or Assignee) and address(es):

MIDAMERICAN BANK & TURST COMPANY
4700 West 50th Terrace
Shawnee Mission, Kansas 66201

For Filing Officer (Date, Time, No. & Filing Office):

3A. This Financing Stotement covers the following types (or items) of property: (describe)

All machinery & equipment, furniture & fixtures & leasehold Improvements, however evidenced or acquired, now owned, purchased with loan proceeds and hereafter acquired, and all additions & accessions thereto.

Subject to Reocrdation Tax on an initial debt in the amount of $100,000.00. The debtor certifies that the filing of thiss UCC, the recordation Tax has been paid to the Maryland State Department of Assessments & Taxation.

3B. (If Collateral is crops) the above described crops are growing or are to be grown on: (describe Real Estate)

3C. If applicable, the above (goods are to become fixtures on:) (timber is standing on:) (minerals or the like, including oil and gas, or accounts will be financed at the wellhead or minehead of the well or mine located on:) (legal description of Real Estate)

RECORD FEE 11.00
POSTAGE .50
#018460 C345 R03 T09:18
12/29/87

(Name of Record Owner)

4. Check (X) if covered: ☐ Products of the Collateral are also covered.

Filed with Anne Arundel County, Clerk of the Circuit Court

BALTIMORE BAKERIES, INC.

By: Dian K. Lynn
Signature(s) of Debtor(s)

MIDAMERICAN BANK & TRUST COMPANY

By: Lisa D. Tomlinson
Signature(s) of Secured Party(ies) or Assignee(s)

(1) FILING OFFICER COPY—ALPHABETICAL
FORM UCC-1—KANSAS UNIFORM COMMERCIAL CODE

Form approved by:
Secretary of State

FORM K450
B & C INC
2820 ROE LANE
KANSAS CITY KS 66103

Mail to

BOOK 521 PAGE 383

271088

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):

BALTIMORE BAKERIES, INC.
Festival at Pasadena
8133A Governor Ritchie Highway
Pasadena, MD 21122

2. Secured Party(ies) (or Assignee) and address(es):

MIDAMERICAN BANK & TRUST COMPANY
4700 West 50th Terrace
Shawnee Mission, Kansas 66201

For Filing Officer (Date, Time, No. & Filing Office):

RECORD FEE 11.00
POSTAGE .50
#018470 0345 R03 T09:19

3A. This Finoncing Stotement covers the following types (or items) of property: (describe)

All machinery & equipment, furniture & fixtures & leasehold Improvements, however evidenced or acquired, now owned, purchased with loan proceeds and hereafter acquired, and all additions & accessions thereto.

Subject to Recordation Tax on an initial debt in the amount of $100,000.00. The debtor certifies that the filing of this UCC, the Recordation Tax has been paid to the Maryland State Department of Assessments & Taxation.

11/09/87

3B. (If Collateral is crops) the above described crops are growing or are to be grown on: (describe Real Estate)

3C. If applicable, the above (goods are to become fixtures on:) (timber is standing on:) (minerals or the like, including oil and gas, or accounts will be financed at the wellhead or minehead of the well or mine located on:) (legal description of Real Estate)

(Name of Record Owner)

4. Check (X) if covered: ☐ Products of the Collateral are also covered.

Filed with ANNE ARUNDEL COUNTY, CLERK OF THE CIRCUIT COURT

BALTIMORE BAKERIES, INC

By: _____
Signature(s) of Debtor(s)

MIDAMERICAN BANK & TRUST COMPANY

By: Lisa D. Tomlinson
Signature(s) of Secured Party(ies) or Assignee(s)

(1) FILING OFFICER COPY—ALPHABETICAL

FORM UCC-1—KANSAS UNIFORM COMMERCIAL CODE

Form approved by: _____
Secretary of State

FORM K450
B. & C. INC
2820 NOE LANE
KANSAS CITY, KS. 66103

Mail to

19792SCR

MARYLAND NATIONAL BANK

BOOK 521 PAGE 384

271089

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 $ 900,000 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s)

Leroy M. Merritt

Address(es)

2066 Lord Baltimore Drive
Baltimore, Maryland 21207

6. Secured Party:
MARYLAND NATIONAL BANK
Attention: Richard C. Springer

Address: Real Estate and Mortgage Division
10 Light Street
Fifth Floor
Baltimore, Maryland 21202

RECORD FEE 13.00
POSTAGE .50
#019460 0345 R03 T09:51
12/30/87
mm

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

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated December 23, 19 87 from Debtor(s) to Richard C. Springer and Gregory A. Farno, 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):

Leroy M. Merritt (SEAL)

_____ (SEAL)

Secured Party:
MARYLAND NATIONAL BANK

By: Richard C. Springer (SEAL)

Richard C. Springer, ~~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.

853-8 ED 1/85

13
2

EXHIBIT A

PROPERTY DESCRIPTION

All those tracts or parcels of land located in Anne Arundel County, Maryland, and more particularly described as follows:

PARCEL ONE

BEGINNING for the same at a point in the northern right-of-way line of Moreland Parkway, said point of beginning being further located at the division line between Lot 3D and the Conservation Easement as shown on Second Amended Plat of Section Two Annaplis Business Center recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 90, page 6;

THENCE leaving said Moreland Parkway and running with part of said division line between Lot 3D and said Conservation Easement North 33 degrees 57 minutes 51 seconds East 25.0 feet to a point; thence North 61 degrees 35 minutes East 75.88 feet to a point; thence leaving said Lot 3D and running through said Conservation Easement with an arc of a curve to the left having a radius of 280.0 feet and an arc length of 289.80 feet to a point in the western or North 12 degrees 02 minutes 27 seconds East 228.69 foot line of said Conservation Easement;

THENCE running reversely South 12 degrees 02 minutes 27 seconds West 114.10 feet to a point in the said northern right-of-way line of Moreland Parkway; thence running with an arc of a curve to the right having a radius of 370.0 feet and an arc length of 491.79 feet to the point of beginning;

CONTAINING 0.677 Ac.+/- according to a description prepared by McCrone, Inc. Registered Professional Engineers and Land Surveyors in October, 1986 without the benefit of a field survey.

The above described 0.677 Ac.+/- parcel being subject to a 15 foot storm drain easement as shown on the above mentioned record plat of Annapolis Business Center.

BEING part of the Conservation Easement as shown on the second amended Plat of Annapolis Business Center recorded among the Land Records of Anne Arundel County in Plat Book 90, page 6.

BEING KNOWN AND DESIGNATED as Lot 3-E containing 0.667 acres of land as set forth on a Plat entitled "Third Amended Plat of Section Two Annapolis Business Center", which Plat is recorded among the Land Records of Anne Arundel County County in Plat Book 109, folio 37.

PARCEL TWO

BEGINNING for the same at a pipe found on the south side of Moreland Parkway (60 feet wide), said point of beginning being further located as being where the division line between Lots 4B and 4C intersects the south side of Moreland Parkway, as shown on Annapolis Business Center Plat #2 amended, recorded in Plat Book 69, page 46;

THENCE running from said beginning point, so fixed, and with the south side of Moreland Parkway with a curve to the left which has a radius of 430.0 feet, a chord bearing and distance of South 77 degrees 08 minutes 38 seconds East 258.60 feet for an arc distance of 262.66 feet to a point;

THENCE leaving Moreland Parkway and running through a part of Lot 4C the following two courses and distances, i.e. South 07 degrees 56 minutes 36 seconds West, 149.56 feet to a point and North 82 degrees 03 minutes 24 seconds, West 328.46 feet to a point located in the division line between Lots 4B and 4C;

THENCE with a part of said division line, North 30 degrees 21 minutes 22 seconds East 185.73 feet to the place of beginning.

CONTAINING 1.01 acres, more or less.

BEING a part of Lot 4C of Annapolis Business Center Plat #2 amended which is recorded in the Plat Records of Anne Arundel County in Plat Book 69, page 46.

BEING KNOWN AND DESIGNATED as Lot 4-D containing 1.010 acres of land as set forth on a Plat entitled " Third Amended Plat of Section Two Annapolis Business Center", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 109, folio 37.

Mail to

MONUMENTAL TITLE DIVISION
COMMONWEALTH LAND TITLE INS. CO.
P.O. BOX 1049
SEVERNA PARK, MARYLAND 21146
Commercial

STATE OF MARYLAND

BOOK 521 PAGE 387

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271031

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Dec. 4, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis 4A Rental Works

Address 1919 Lincoln Dr., Annapolis, MD 21401

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)

"Debtor's inventory of tractors, equipment and attachments now owned or hereafter aquired by Debtor from the J.I. Case Company or its divisions, subsidiaries, affiliates or dealers, and financed by J.I. Case Credit Corporation and held for rental, lease, sale or demonstration, and the proceeds therfrom. Excluded from the collateral listed above are items for which J.I. Case Credit Corporation has received full payment from the Debtor."

Name and address of Assignee

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)

RECORD FEE 11.00
POSTAGE .50
#214470 C777 R01 T15:16
12/30/87
JA

Kenneth R Wagner - Pres
(Signature of Debtor) & Title

Kenneth R. Wagner
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

11.50

STATE OF MARYLAND BOOK 521 PAGE 388

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271033

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Dec. 22, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Design Pavements Inc.

Address P.O. Box 728, Millersville, MD 21108

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 1985 Case 1835B Uni-Loader
S/N 17166808

Name and address of Assignee
J. I. CASE CREDIT CORP.
5790 Widewaters Parkway, Syracuse, N.Y. 13214

RECORD FEE 11.00
POSTAGE .50
M21A480 C777 R01 T15:16
12/30/87
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)

J M Van Deuren PRES.
(Signature of Debtor) & Title

✓ Joseph M. Van Deuren
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

11.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 521 PAGE 389
Identifying File No. 271033

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Dec. 21,1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Northward Corp. T/A Pasadena Rentals & Sales

Address 8004 Jumpers Hole Road, Pasadena, MD 21122

2. SECURED PARTY

Name Tucker Equipment Company

Address P.O. Box 340, Aberdeen, MD 21001

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

3. Maturity date of obligation (if any)

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

"Debtor's inventory of tractors, equipment, and attachments now owned or hereafter acquired by Debtor from the J.I. Case Company or its divisions, subsidiaries, affiliates or dealers, and financed byJ.I. Case Credit Corporation and held for rental, lease, sale or demonstration, and the proceeds therefrom. Excluded from the collateral listed above are items for which J.I. Case Credit Corporation has received full payment from the Debtor."

Name and address of Assignee

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)

RECORD FEE 12.00
POSTAGE .50
#014490 CTTT R01 T15:16
12/30/87

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

X [signature] & Title

X Reese W. Diggs Jr.

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Barclay R Tucker

(Signature of Secured Party)

Barclay D. Tucker II

Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

27102

Identifying No. BOOK 521 PAGE 390

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Dec. 16, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Canavan Brothers Concrete Inc.

Address 352 Volley Court, Arnold, MD 21012

2. SECURED PARTY

Name Tucker Equipment Company

Address P.O. Box 340, Aberdeen, MD 21001

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

3. Maturity date of obligation (if any) _____

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

One Eager Beaver 10HA Trailer,
S/N 1120HA208HT100159
Two Case 580K 4WD Loader/Extendahoes
S/N 17426270
S/N 17426269

Name and address of Assignee

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

CHECK ☒ THE LINES WHICH APPLY

RECORD FEE 11.00
POSTAGE .50
12/30/87 T15:17

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

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

✓ KERRY C. CANAVAN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Barclay D. Tucker
(Signature of Secured Party)

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

1750

STATE OF MARYLAND

BOOK 521 PAGE 391

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271035

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Dec. 23, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Canavan Brothers Concrete Inc.

Address 352 Volley Ct., Arnold, MD 21012

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 1845C Uni-Loader
S/N 17956865

Name and address of Assignee

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

RECORD FEE 11.00
POSTAGE .50
#214510 CTIT MD1 T15:17
12/30/87

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)

Pres.
(Signature of Debtor) & title

KERRY C CANAVAN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

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

11.50

53

BOOK 521 PAGE 392

271026

NOT TO BE RECORDED IN LAND RECORDS FINANCING STATEMENT NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

1. Lessee: B & W Pizza Enterprises, Inc. T/A Pizza Movers
Name or Names

13600 Duhart Road Germantown, Maryland 20874
Address - Street No. City-County State Zip Code

2. Lessor: The Equipment Leasing Company

Box 307 Riderwood, Maryland 21139

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

One Lot of Restaurant Equipment
PIZZA OVEN

RECORD FEE 12.00
POSTAGE .50
#214250 C777 R01 T14:59
12/30/87
JA

Lessee: B & W Pizza Enterprises, Inc.
T/A Pizza Movers

(Signature of Lessee)

Michael A. Waskewich, President
(Type or Print) (Include Title)

Michael A. Waskewich, President

Lessor:

THE EQUIPMENT LEASING COMPANY

(Signature of Lessor)

Type or Print (Include Title)

To the Filing Officer: After this statement has been recorded please mail the same to:
The Equipment Leasing Company, , Box 307, Riderwood, Maryland 21139.

12.50

BOOK 521 PAGE 393

271007

☐ 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 111

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)		DATE OF THIS FINANCING STATEMENT
DONALD J. & DONNA LOWMAN		11-2987
430 HILLVIEW DR #201		ACCOUNT NO. / TAB
LINTHICUM, MD. 21090	21090	

13590

Filed with: Clerk OF Court Anne Arundel Co

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 1.20
RECORD FEE 10.80
RECORD TAX 21.00
POSTAGE .50
#214340 C777 R01 T15:08
12/30/87
JA

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

$ ~~3670.32~~ 2909.00

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY Connie A Bridgman CONNIE BRIDGEMAN ACTING MGR.
TITLE

Donald J. Lowman
DONALD J. LOWMAN DEBTOR

Donna Lowman
DONNA LOWMAN DEBTOR

ORIGINAL — FILING OFFICER COPY

19-1209 (REV. 11-80)

12/31/87

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identification BOOK 521 PAGE 394

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 271098

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 (29820-813117)

Name John C CLARK

Address 686 Central Avenue, Davidsonville, Md 21035

2. SECURED PARTY

Name Gateway Ford Tractor, Inc

Address PO Box 427

Upper Marlboro Md 20772

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

RECORD FEE 11.00
POSTAGE .50
#314260 CTT R01 T14:58
12/30/87
JR

3. Maturity date of obligation (if any) _____

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

L2850 DTE Kubota Tractor (Ser #55283)
6FT. Pittsburg Blade (Ser #1004116)
255 Bush-Hog Rotary Cutter (Ser #1103148)

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

"Exempt from recordation TAX" "Secured party is seller" "Covered by Conditional Sales contract"

CHECK ☒ THE LINES WHICH APPLY

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

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

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

John C. Clark
(Signature of Debtor)

John C. Clark
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Larry E. Groff, President
Type or Print Above Signature on Above Line

1/40

Anne Arundel County 11.50
273.00 RecordationTax

BOOK 521 PAGE 395

FINANCING STATEMENT

271099

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 $ 38,939.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the inital debt has been paid to Anne Arundel County.

5. Debtor(s) Name(s) — Address(es)

W. T. Freburger Company, Inc. — 7901 Oceano Avenue, Jessup, Maryland 20794

6. Secured Party — Address

Equitable Bank, National Association
Attention: Linda Perry (Type name & title)
Loan Documentation Asst.
100 S. Charles Street, Baltimore, Maryland 21201

RECORD FEE 11.00
RECORD TAX 273.00
POSTAGE .50
12/30/87 0177 R01 T14:58
12/30/87

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

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

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

☐ C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractural 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 substitions 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 descibed above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors

_____ (Seal)

_____ (Seal)

W. T. Freburger Company, Inc.

By: _____ (Seal)
Donald J. Sulewski, President

_____ (Seal)

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

Form 609 (...82)

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

1F
273.50

SCHEDULE A

BOOK 521 PAGE 396

This Schedule A is attached to and made a part of a Financing Statement by and between W. T. Freburger Company, Inc. (the "Debtor") and Equitable Bank, National Association (the "Bank").

SECTION "F" continued:

1987 Tri-State Walk-In Freezer, model #RPL65, serial #OWO88J

Two 5 horsepower outdoor condensing units, model #AL66-276E, serial #873244-1 and serial #873244-2

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

BOOK 521 PAGE 397

271160

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)

Orson Inc. of Maryland
6320 Ritchie Highway
Glen Burnie, MD 21061

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

Union Trust Company of Maryland
Commercial Finance Division
P.O. Box 22497
Baltimore, MD 21203

3. Maturity Date (if any):

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

RECORD FEE 11.00
RECORD TAX 199.50
POSTAGE .50
#214200 CTTT R01 T14:54
12/30/87
JA

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

One (1) New 1986 GMC Truck model C6D042
s/n: 1GDG6D1F4GV520685 w/ 10 ft. Caminion Refrigeration
Body and Thermoking Model STB-20D.

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 [X] if so)
- [ ] already subject to a security interest in another jurisdiction when it was brought into this state.
- [ ] which is proceeds of the original collateral described above in which a security interest was perfected:

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

Filed with:

Orson Inc. of Maryland

By: X _____
Signature(s) of Debtor(s)

Union Trust Company of Maryland

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

(1) Filing Officer Copy – Alphabetical

STANDARD FORM - FORM UCC-1.

199.50 .50 Amt: $28,250.00

A.A. Co.

11.00

BOOK 521 PAGE 308

271101

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)
Superior Exteriors Inc.
1609 Cananaro Ct.
Annapolis Md. 21401

2. SECURED PARTY and Address
SIGNET BANK/MARYLAND
Baltimore & St. Paul Streets
Baltimore, Maryland 21203
Attn: Renée Wick P.O Box 17063

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, subsitutions 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
#214210 C777 R01 T14:55
12/30/87

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: $ 10,000.00

DEBTOR:

Superior Exteriors Inc.
(Type Name)
By: Thomas P. Nutile (President)
Thomas P Nutile, Pres.
By: Michael E Nutile VP
Michael E Nutile VP

SECURED PARTY:
SIGNET BANK/MARYLAND
By: Deborah L George
Deborah L. George
(Type Name)
8/21 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.

11.50

0012-1671-0888/4

GB
44

BOOK 521 PAGE 369

271102

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)	2. SECURED PARTY and Address
TIDEWATER RENTAL CENTER INC 166 PEARCE COURT GLEN BURNIE, MD. 21061	UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Renée Vick - TG6C9 **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, subsitutions 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
#214220 CTTT R01 T14:56
12/30/87
JA

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) ([redacted]) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: $ 85,000.00

DEBTOR:

TIDEWATER RENTAL CENTER INC.
(Type Name)

By: Michael Smith, Pres.

By: _____

SECURED PARTY:
UNION TRUST COMPANY OF MARYLAND

By: W. G. Schreiber

W. G. SCHREIBER
(Type Name)

1/2/1987
(Date Signed by Debtor)

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

Md., Va., D.C., Pa.

11 TRANSFER .50

012-1671-0986-1

BOOK 521 PAGE 400

271103

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor:
J & B PARTNERSHIP

Address:
Jerome J. Parks Companies
P. O. Box 831
Annapolis, Maryland 21404

2. Secured Party:
SECOND NATIONAL FEDERAL
SAVINGS BANK

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

RECORD FEE 14.00
POSTAGE .50

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.

#124390 D055 R02 T14:55

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

12/30/87

400

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 renovation of the improvements located on the property or for any further development of or business conducted on the property.

4. The aforesaid items covered by this Financing Statement are included as security in the Deed of Trust and Deed of Trust Promissory Note in the amount of Two Million Two Hundred Fifty Thousand Dollars ($2,250,000.00) 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: J & B Partnership

BY: _____(SEAL)
Jerome J. Parks
Authorized General Partner

Dated: December 23, 1994

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

S40738ms.fin

EXHIBIT "A"

ALL THAT LOT OF GROUND, situate, lying and being in the Sixth Assessment District of Anne Arundel County, Maryland, and described as follows, that is to say:

BEGINNING for the same at a point in the line of Church or Main Street at the distance of 58 feet in a Westerly direction from the intersection of the line of the West side of a 4 feet wide alley, formerly known as Tates Alley, with the line of said Main Street, and running thence and bounding on the line of Main Street as follows: S. 68° East 58' to the aforesaid point of intersection of the said West line of the aforesaid 4 feet wide alley with the line of Main Street; thence running with and bounding on the West side of said alley by a line drawn North 22°, East 80 feet, more or less, to the public circle known as State House Circle: thence running Westerly and bounding on said circle for the distance of 58 feet, more or less, until it intersects a line drawn North 22°, East 68 feet, more or less, from the point of beginning; thence with said line the reverse thereof South 22° West 68 feet, more or less, to the point of beginning.

BEING the same property conveyed to J & B Partnership by Deed dated July 25, 1986, recorded among the Land Records of Anne Arundel County, Maryland in Liber 4121, folio 808.

s40738ms.exa

Mail to Blumenthal et al

STATE OF MARYLAND

FINANCING STATEMENT

FORM ~~BOOK~~ 521 PAGE 403 037239

Identifying File No. 27110-1

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. $ 23,510.00

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

This financing statement Dated DECEMBER 16, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JOHN E. BRANHAM

Address 8133 HOG NECK ROAD PASADENA, MD 21122

2. SECURED PARTY

Name FARMERS NATIONAL BANK OF MD

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)

ONE DITCH WITCH TRENCHER MODEL #2310 WITH ALL STANDARD EQUIPMENT
Model 2310#3D1040
Ditch Witch A220#1D0138

RECORD FEE 11.00
RECORD TAX 169.00
POSTAGE .50
#124730 C055 R02 T09:58

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

12/31/87

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

(Signature of Secured Party)
FARMERS NATIONAL BANK:
RUSSELL R. TILL, VICE PRESIDENT
Type or Print Above Signature on Above Line

BOOK 521 PAGE 404

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)
HAMMONDS LANE MERIDIAN LIMITED PARTNERSHIP
c/o Meridian Inc.
21 West Road
Towson, Maryland 21204

2. Secured Party(ies) and address(es)
BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION now known as BALTIMORE FEDERAL FINANCIAL F.S.A.
300 East Lombard Street
Baltimore, Maryland 21201

For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 252428
Filed with Anne Arundel County, Maryland Date Filed June 29 1984

RECORD FEE 12.00
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.

#0011 T50 T040 P03 JUL 12:39
12/31/87

10.

Maryland National Bank
10 Light Street
Baltimore, Maryland 21202

No. of additional Sheets presented:

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION now known as BALTIMORE FEDERAL FINANCIAL F.S.A.

By: [signature] VP 12-29-87
Signature(s) of Secured Party(ies)

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

Filing Officer Copy – Alphabetical **STANDARD FORM - FORM UCC-3**

12

UNIFORM COMMERCIAL CODE

Washington Law Reporter Form 1008
1013 Vermont Ave., N.W., Washington D.C. 20005

BOOK 521 PAGE 405

20722

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

☐ TO BE RECORDED IN LAND RECORDS

For Filing Officer Use
File No.
Date &
Hour

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

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
CROW-RITCHIE II LIMITED PARTNERSHIP, a Maryland limited partnership	1001	30th Street, N.W.,	Washington,	D.C.

Name of Secured Party or assignee	No.	Street	City	State
AMERICAN SECURITY BANK, N.A.	730	15th Street, N.W.,	Washington,	D.C.

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

See Schedule "A" attached hereto and incorporated herein by reference.

RECORD FEE 14.00
POSTAGE .50
#12491Q D055 ROZ T10:43
12/31/87
JA

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

RETURN TO:

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.

See Schedule "B" attached hereto and incorporated herein by reference.

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

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

Debtor(s) or assignor(s)

CROW-RITCHIE II LIMITED PARTNERSHIP,
a Maryland limited partnership

By: Crow-Ritchie Retail Limited Partnership II, a Texas limited partnership, General Partner

By: _____, General Partner

Secured Party:

AMERICAN SECURITY BANK, N.A.

By: S Kelley

Its: V.P.

14.00

All right, title and interest of the Debtor in and to all those certain lots, pieces or parcels of land with the buildings and improvements now or hereafter erected on said real estate, which real estate is more particularly defined on Schedule B which is attached hereto and incorporated by reference herein, together with all and singular the tenements, hereditaments, easements, rights of way, franchises, licenses, permits and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders; and also present and future leases of said real property or any part thereof; and all extensions, renewals and modifications thereof, or substitutions therefor, and all rents, issues and profits therefrom; and also all the estate, right, title, interest, property, claim and demand whatsoever of the Debtor of, in and to the same, and of, in and to every part and parcel thereof; together with all right, title and interest of the Debtor, if any, in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining said real estate to the center line thereof;together with 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 usable in connection with any present or future operation of said real estate (hereinafter collectively called "Equipment"), whether now owned or hereafter acquired by the Debtor, 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 the Debtor, in and to any Equipment which may be subject to any title retention or security agreement or instrument superior in lien to this lien.

TOGETHER with all building materials, supplies and equipment now or hereafter delivered to the above described property and intended to be therein or thereon installed or incorporated.

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the above described property as a result of the exercise of the right of eminent domain, the alteration of the grade of any street, or any other injury to or decrease in the value of the premises, all right, title, interest and estate of the Debtor to and under all of the lease and/or sublease agreements, licenses and other agreements for the occupancy of all or any portion of said real estate, whether such lease and/or sublease agreements, licenses and occupancy agreements now exist or are hereafter entered into by the Debtor, together with all extensions, renewals and/or modifications of, or substitutions for, such lease and/or sublease agreements, licenses and other occupancy agreements; all rents, rentals, fees, profits, payments and other sums of money that may now or at any time hereafter be or become due and payable to the Debtor under the terms of said leases; all security deposits now or hereafter made under, and all guarantees of, any and all of said leases, and award or payment hereafter made to the Debtor in any bankruptcy, insolvency or reorganization proceeding involving any tenant of the said real estate, any and all payments now or hereafter made by any present or future tenant of said real estate in lieu of rent, and any and all rights, claims, actions and causes of action of every kind which the Debtor now has or may hereafter have against any present or future tenant of said real estate.

SCHEDULE "B"

DESCRIPTION OF LOT 3-R
PASADENA PLAZA
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING FOR THE SAME on the Northeast side of Governor Ritchie Highway at a point marking the division line between Lots 2-R and 3-R as shown on the plat entitled "Minor Subdivision, Revised Lot 2-R and Lot 3-R, Pasadena Plaza", recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 98, Page 36; thence leaving said point of beginning and running with and binding along said highway,

1) North 35 degrees 23 minutes 00 seconds West 356.51 feet to a point; thence leaving said highway,

2) North 52 degrees 14 minutes 20 seconds East 257.80 feet to a point; thence

3) South 37 degrees 45 minutes 40 seconds East 367.52 feet to a point; and

4) South 54 degrees 37 minutes 00 seconds West 272.82 feet to the point of beginning.

Containing in all 2.204 acres of land, more or less.

Together with the rights of others to the 40-foot use-in-common right-of-way and private storm drain easement, to the 20-foot wide private storm drain easement, to the 65-foot wide use-in-common right-of-way and the 80-foot wide right-of-way leading to Governor Ritchie Highway as shown on the aforesaid plat.

Being all of Lot 3-R as shown on the plat of "Revised Lot 2-R and Lot 3-R, Pasadena Plaza", recorded among the Plat Records of Anne Arundel County, Maryland In Plat Book 89, Page, 12, erroneously referred to as containing 1.518 acres of land.

Record Owner: CROW-RITCHIE II LIMITED PARTNERSHIP

Mail to
Calvert Land Title
Ritchie Hwy
S.P.

WILLIAM M. SIMMONS
ATTORNEY AT LAW
135 GORMAN STREET
P. O. BOX 2266
ANNAPOLIS, MD 21404

NSL Records

5268

FINANCING STATEMENT

BOOK 521 PAGE 408

To be filed in the Financing Statement Records of Anne Arundel County, Maryland.

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust (the Security Agreement) securing a debt in the aggregate principal amount of $105,000.00 or so much thereof as may be advanced. THIS FINANCING STATEMENT IS NOT SUBJECT TO TRANSFER TAXES.

NAMES OF DEBTORS:

Jeremiah G. Early and
Diana Elliott Early, his wife,

ADDRESS:

580-D Bellerive Drive
Annapolis, Maryland

RECORD FEE 14.00
POSTAGE .50
#031100 C040 R03 T12:26
12/31/87

NAME OF SECURED PARTY:

John Hanson Savings Bank, F.S.B.

TRUSTEES:

Gerald A. Cousino
Charles A. Dukes, Jr.

ADDRESS:

11700 Beltsville Drive
Beltsville, Maryland 20705

1. This Financing Statement covers the following items of property located on that certain piece or parcel of land more particularly described on Schedule A attached hereto and made a part hereof:

A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtors and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Security Instrument hereinbefore mentioned.

B. All proceeds of the above described collateral.

C. All contract rights of and from the herein described property or any part thereof.

LAW OFFICES
JOHN J DWYER
9470 ANNAPOLIS ROAD
SUITE 117
LANHAM, MARYLAND 20706
(301) 459-4000

14.00 S

D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real or personal property described in the Security Agreement heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real or personal property or any improvements thereon to the extent of all amounts which may be secured by said Security Agreement at the date of receipt of any such award or payment by the Secured Party and the reasonable counsel fees, costs, and disbursements incurred by the Secured Party in connection with the collection of such award or payment.

2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, and being known as Unit D Bldg 580 COLLEGE PARKWAY OFFICE CENTER and more fully described in and conveyed by the Debtors to the Trustees in the Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust constituting the Security Agreement to this secured transaction.

DATED: December 18, 1987

Jeremiah G. Early (SEAL)

Diana Elliott Early (SEAL)

AFTER RECORDATION, RETURN TO:

WILLIAM M. SIMMONS
ATTORNEY AT LAW
135 GORMAN STREET
P. O. BOX 2266
ANNAPOLIS, MD 21404

LAW OFFICES
JOHN J DWYER
9470 ANNAPOLIS ROAD
SUITE 117
LANHAM MARYLAND 20706
(301) 459-4000

SCHEDULE A

30312

BEING KNOWN AND DESIGNATED as Unit D in the Building numbered 580, as shown on a plat entitled "COLLEGE PARKWAY OFFICE CENTER, a Condominium", which plat is recorded among the Condominium Plat Records of Anne Arundel County in Plat Book E36, pages 34, 35 and 36, and pursuant to a Declaration and By-Laws dated November 12, 1987 and recorded among the Land Records of Anne Arundel County in Liber 4499, folio 672, which property is also known as 580-D Bellerive Drive, Annapolis, Maryland. Being in the 3rd Election District of said County. TOGETHER WITH an undivided interest in and to the common elements as described in the Declaration and By-Laws.

LAW OFFICES
JOHN J DWYER
9470 ANNAPOLIS ROAD
SUITE 117
LANHAM MARYLAND 20706
(301) 459-4000

STATE OF MARYLAND

BOOK 521 PAGE 411

FINANCING STATEMENT FORM UCC-1

Identifying File No. 20TT22

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 December 9, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Glenhollow Apartments of Glen Burnie, Limited Partnership

Address 2040 South Hamilton Road, Columbus, Ohio 43232

2. SECURED PARTY

Name Cardinal Industries Mortgage Company

Address 2255 Kimberly Parkway East

Columbus, Ohio 43232

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

3. Maturity date of obligation (if any) January 1,1989

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

See Exhibit A attached hereto and incorporated herein by this reference.

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)

RECORD FEE 12.00
POSTAGE .50
#123510 C055 R02 T12:51

☐ xxx (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Glenhollow Apartments of Glen Burnie, Limited Partnership, By
Cardinal Industries, Inc., its Sole General Partner
By

12/31/87
JA

(Signature of Debtor)

Sandra L. Steed, Agent

Type or Print Above Name on Above Line

Sandra L. Steed, Agent

(Signature of Debtor)

12/31/87

Type or Print Above Signature on Above Line

CARDINAL INDUSTRIES MORTGAGE COMPANY

By

(Signature of Secured Party)

Bryan R. Portz, Vice President

Type or Print Above Signature on Above Line

EXHIBIT A

All personal property, tangible and intangible, now owned or hereafter acquired by Debtor including, but not limited to, all building materials, inventory, equipment, machinery, tools, supplies, furniture, furnishings, fixtures, stoves, ranges, refrigerators, dishwashers, clothes washers, clothes dryers, trees and plants, power systems, heating, cooling and ventilating systems, sewage and garbage disposal systems, radio, telephone, television and communication systems, electric, gas and water distribution systems, food service systems, fire prevention, alarm and security systems, laundry systems, computing and data processing systems and all hardware and software therefor, floor, wall and ceiling coverings, draperies, blinds and window treatments; and all rentals, revenues, payments, repayments, deposits, income, charges and monies derived from the use, lease, sublease rental or other disposition of real estate and the proceeds from any insurance or condemnation award pertaining thereto; and all accounts, contract rights, general intangibles, income tax refunds, actions and rights in action, instruments and documents; and all permits, consents, approvals, licenses or authorizations of all governmental or regulatory authorities or of any persons, corporations, partnerships or other entities; including all proceeds and products thereof, and all replacements, additions, and accessions therefor and thereto.

0099M

BOOK 521 PAGE 413

271108

FINANCING STATEMENT

~~Not~~ subject to recordation tax

$195,000.00

1. Name of Debtor(s): Thomas J. Riley
   Address: Sondra J. Riley
   t/a Cleaning By Riley
   1925 West Street
   Annapolis, Maryland 21401

2. Name of Secured Party: Annapolis Banking & Trust Co.
   Address: P.O. Box 311
   Annapolis, Maryland 21404

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

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

See page two

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

RECORD FEE 13.00
RECORD TAX 1365.00
POSTAGE .50

#1257C0 C055 R02 T13:15

12/31/87
JA

Debtor(s):

Thomas J. Riley

Sondra J. Riley

t/a Cleaning By Riley

Secured Party:

Annapolis Banking & Trust Co.
(Type Name of Dealership)

By ..... - II
(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.)

13.50
1365.00
SD

Two (2) VIC Model 1065 HRFSC 100-18, 65lb. Dry to Dry Cleaning machines, 3 tanks, microprocessor with integral refrigerated solvent recovery system complete with heat pump, 18 cartridge filter system consisting of 6 master filter cylinders mounted above a S-100 still and a 65 gallon storage tank, cartridge dryer

Two (2) VIC automatic 4th tank controls

Two (2) VIC heat exchangers

Two (2) Prelint Filters

Two (2) Perk temperature gauges

Two (2) Carbon Towers

Two (2) Artic Chill Chillers 10 ton each

A.A.G. - Charles

MN248402.FIS
1380

BOOK 521 PAGE 415

FINANCING STATEMENT

271103

1. Name of Debtor: HAMMONDS LANE MERIDIAN LIMITED PARTNERSHIP
   Address: c/o Meridian Inc.
   21 West Road
   Towson, Maryland 21204

2. Name of Secured Party: MARYLAND NATIONAL BANK
   Address: 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 personal property owned by individuals 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 Mortgage dated December 22, 1987 from Debtor to Secured Party (the Mortgage), 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.

RECORDING FEE 14.00
POSTAGE .50
A271103 CHG R03 T13:39
12/31/87
JA

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Mortgage, 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 Mortgage, including, but not limited to, all rights to insurance and condemnation proceeds.

4. Proceeds and products of all collateral are covered.

14 - 52

14 50

5. Recordation tax on the principal sum of $3,002,881.04 has been paid to the Clerk of the Circuit Court of Anne Arundel County upon recording of the Mortgage.

Debtor:

HAMMONDS LANE MERIDIAN LIMITED PARTNERSHIP

By: Meridian Inc.,
General Partner

By _____
Name: James S. Pope
Title: Assistant Vice President

Secured Party:

MARYLAND NATIONAL BANK

By _____
Anne F. Porterfield
Vice President

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

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY

2. IN THE FINANCING STATEMENT RECORDS OF BALTIMORE COUNTY

3. WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

EXHIBIT A

PROPERTY DESCRIPTION BOOK 521 PAGE 417

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

BEGINNING for the first thereof at a pipe at the southwest corner of Bon Air Road and Robinwood Road, as shown on Plat 1, Arundel Gardens, recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 15 folio 5, and running from said beginning point so fixed with the west side of Robinwood Road, South 03 degrees 24 minutes West 1]220 feet to a railroad spike set in the paving on the north side of Cedarhill Road thence with the north side of Cedarhill Road, north 86 degrees 18 minutes West 175.13 feet to a pipe found and north 85 degrees west 148.32 feet to a pipe set in the existing Commercial Zone Line No. D-521; thence leaving Cedarhill Road with said Zone line, north 05 degrees 20 minutes East 219.96 feet to a pipe set in the South side of Bon Air Road 7.88 feet east of its intersection with the southeast side of Hammonds Road thence with the south side of Bon Air Road south 85 degrees East 145.12 feet to a pipe found and south 86 degrees 18 minutes East 171.00 feet to the place of Leginning. Containing 1.64 acres of land more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors dated August, 1964.

BEGINNING for the second thereof at a pipe set at the corner formed by the intersection of the north side of Bon Air Road with the southeast side of Hammonds Road as shown on Plat 1, Arundel Gardens, recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 15 folio 5, thence binding on the north side of Bon Air Road, South 85 degrees East 81.71 feet to a pipe set, thence south 86 degrees 18 minutes East 169.16 feet to a point on the curb on the west side of a 30 foot parcel conveyed by Bertha M. Sommerville and husband by Deed dated November 1, 1955 and recorded among the Land Records of Anne Arundel County in Liber GTC 977 folio 477 (being an extension northerly of the right of way of Robinwood Road as shown on said Plat), thence northeasterly and binding on the west side of said 30 foot parcel north 03 degrees 24 minutes East 136.38 feet to the intersection of Hammonds Road, thence on the southeast side of Hammonds Road South 65 degrees 32 minutes West 285.00 feet oto the place of beginning. Containing 0.39 of an acre of land, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Enginerers and Land Surveyors, dated August, 1964.

~~515 f46~~

270166

BOOK 521 PAGE 418

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):

Bay County Rentals of
Pasadena
8017 Smallwood Rd.
Balto. Md. 21225

A.A. County

2. Secured Party(ies) Address(es) And Name(s):

John C. Louis Co. Inc.
1805 Cherry Hill Rd.
Balto. Md. 21230

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

RECORD FEE 11.00

POSTAGE .50

#014640 CTTT R04 T10:0

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

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

Maw DLC.
1 M 742 S/N 21440 Flotation Tires /60 Bucket w/teeth
909 Backhoe 20" Bucket S/N 4062
Beck Trailer EL 19 S/N P3597

10/14/87

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

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

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX.
DEBT EXCEEDS $200.00

☒ Proceeds of the collateral are also covered.

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

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

☐ The described goods are or are to be affixed to the real property described in Item 7.

8. Signatures:

Michael Arndt
By _____
Debtor(s) [or Assignor(2)]

John C. Louis Co. Inc.
By W. S. Davison
W.S. Davison Secured Party(ies) [or Assignee(s)]

(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.

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

FORM UCC 1

ALREADY ON INDEX

514 LIBER Lyle FOLIO

Page Missing

CHANGE LIBER AND FOLIO TO

521 LIBER 418 FOLIO

Work of 1/4/88

COTT ☐ GRANTEE ☐

271117

BOOK 521 PAGE 419

Form FmHA-MD. 441-3
(Rev. 3-11-80)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

FINANCING STATEMENT

TO BE RECORDED: ☐ in the Land Records, ☒ in the Financing Records

This statement is presented to a filing officer for filing pursuant to the Maryland Uniform Commercial Code.
Please return original statement to Secured Party at its address shown below.

DEBTOR(S)	SECURED PARTY	For Filing Officer
Dunbarton Oaks III Limited (Name)	UNITED STATES OF AMERICA acting through FARMERS HOME ADMINISTRATION	
Partnership (Name)		RECORD FEE 13.00
9600-A Martin Luther King Jr. (Address)	300 S. New St., Rm. 1108 (Address)	POSTAGE .50
Hwy., Lanham, MD 20706	Dover, Delaware 19901	B021660 C345 ROB T13:16

1. This Financing Statement covers the following types of collateral:
   (a) ~~Crops, livestock, or farm products, farm and other equipment, supplies and inventory~~ general intangibles 01/04/88
   now owned or hereafter acquired by the debtor.
   (b) All accounts, gross receipts (Continued on Attachment A)

2. Crops covered by 1(a) above are growing or are to be grown on (and goods which are or are to become fixtures, if fixtures are covered in 1(b) above, are or are to be affixed to) the following premises in Maryland:

Farm(s) or Other Real Estate Reputedly Owned By	Approximate No. of Acres	Liber/ Folio	In County of	Direction and Distance From a Named Town or Other Description
Dunbarton Oaks III Limited Partnership	2.5850	1488/24	Sussex, Delaware	Franklin Street Georgetown, DE

3. Proceeds and products of the collateral are also covered, but disposition of the collateral is not hereby authorized.

4. The items secured by this transaction are not subject to the recordation tax as imposed by Article 81, Sections 277 and 278, of the Annotated Code of Maryland, 1962 Suppl., as amended.

Dunbarton Oaks III Limited Partnership

_____
(Signature of Debtor)

Type name: Arthur W. Edwards, General Partner

_____
(Signature of Debtor)

Type name: Frederic F. Case, General Partner

By W. Drew Clendaniel

Witness: _____ Type name: W. Drew Clendaniel

Type name: _____ Title District Director
Farmers Home Administration

Witness: _____

Type name: _____

_____

13-50

Attachment A to Financing Statement for Dunbarton Oaks III Limited Partnership

washers, dryers, ranges, refrigerators, lawn mowing equipment and other equipment and furnishings, inventory, income and revenue now or hereafter in existence, including the proceeds thereof, derived from or pertaining to any and all activities of the Debtor. All proceeds received from the sale or other disposition of the aforementioned collateral is also covered. Disposition of such collateral is <u>not</u> hereby authorized.

BOOK 521 PAGE 421 271113

Form FmHA-MD. 441-3
(Rev. 3-11-80)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

FINANCING STATEMENT

TO BE RECORDED: ☐ in the Land Records. ☒ in the Financing Records

This statement is presented to a filing officer for filing pursuant to the Maryland Uniform Commercial Code.
Please return original statement to Secured Party at its address shown below.

DEBTOR(S)	SECURED PARTY	For Filing Officer
Brandywine III Limited Partnership *(Name)* c/o Case and Edwards 9600-A Martin Luther King Jr. Hwy., Lanham, MD 20706 *(Address)*	UNITED STATES OF AMERICA acting through FARMERS HOME ADMINISTRATION 300 S. New St., Rm 1108, Dover, DE 19901 *(Address)*	RECORD FEE 13.00 POSTAGE .50 B021670 C345 R03 T13:16 01/04/89

1. This Financing Statement covers the following types of collateral:
   (a) General intangibles, now owned or hereafter acquired by the debtor.
   (b) All accounts, gross receipts (continued on Attachment A)

2. Crops covered by 1(a) above are growing or are to be grown on (and goods which are or are to become fixtures, if fixtures are covered in 1(b) above, are or are to be affixed to) the following premises in Maryland:

~~Fixtures~~ Other Real Estate Reputedly Owned By	Approximate No. of Acres	Liber/ Folio	In County of	Direction and Distance From a Named Town or Other Description
Brandywine III Limited Partnership	1.4510	1487/48	Sussex	Wilson and Monroe Streets Millsboro, DE

3. Proceeds and products of the collateral are also covered, but disposition of the collateral is not hereby authorized.

4. The items secured by this transaction are not subject to the recordation tax as imposed by Article 81, Sections 277 and 278, of the Annotated Code of Maryland, 1962 Suppl., as amended.

Brandywine III Limited Partnership

(Signature of Debtor)

Type name: Arthur W. Edwards, General Partner

(Signature of Debtor)

Type name: Frederic F. Case, General Partner

By W. Drew Clendaniel

Witness: _____

Type name: _____

Type name: W. Drew Clendaniel

Title District Director
Farmers Home Administration

Witness: _____

Type name: _____

_____

13
41

Attachment A to Financing Statement for Brandywine III Limited Partnership

washers, dryers, ranges, refrigerators, lawn mowing equipment and other equipment and furnishings, inventory, income and revenue now or hereafter in existence, including the proceeds thereof, derived from or pertaining to any and all activities of the Debtor. All proceeds received from the sale or other disposition of the aforementioned collateral is also covered. Disposition of such collateral is not hereby authorized.

Financing

Financing Recoeds
Anne Arundel County

BOOK 521 PAGE 423

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

Roll No. 372 Page No. 560

Identification No. 210631 Dated July 3 1977

1. Debtor(s): Disney Road Limited Partnership
Name or Names—Print or Type
c/o Henry J. Knott, Jr.
2350 N. Charles Street, Baltimore, MD 21218
Address—Street No., City - County State Zip Code

2. Secured Party: Salomon Brothers Realty Corp.
Name or Names—Print or Type
1 New York Plaza, New York, New York 10004
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)_____

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .50
#021790 0345 ROS T14:30

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

Assignee: Ford Motor Credit Company
P.O. Box 1729,
The American Road
Dearborn, Michigan 48121-1729

Property: As described in original financing statement.

01/04/88

Dated: December 31, 1987

Salomon Brothers Realty Corp.
Name of Secured Party

By: [signature]
Signature of Secured Party

Type or Print (Include Title if Company)

Lucas Bros. Form T-1

→ Baysafe Title
H.L.P.
One E. Redwood St.
Balt. 21202

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JO

Financing
291:091:12/30/87:ZI99

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FINANCING STATEMENT 271135

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS
OF THE STATE OF MARYLAND, AND
IN THE LAND RECORDS AND THE
FINANCING STATEMENT RECORDS
OF ANNE ARUNDEL COUNTY,
MARYLAND

NOT SUBJECT TO
RECORDATION TAX

RECORD FEE 66.00
POSTAGE .50
#021850 C345 R03 T14:32
01/04/88
-SA

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

1. NAME AND ADDRESS OF DEBTOR: Disney Road Limited Partnership
2850 North Charles Street
Baltimore, Maryland 21218
Attention: Mr. Henry J. Knott,
Jr., General Partner

2. NAME AND ADDRESS OF SECURED PARTY: Ford Motor Credit Company
P.O. Box 1729
The American Road
Dearborn, Michigan 48121-1729
Attention: Mr. Maxwell H. Ware

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

(a) All fixtures, fittings, furnishings, appliances, apparatus, equipment and machinery, and all articles of personal property of every kind and nature whatsoever now or hereafter located in or upon any interest or estate in that certain parcel or parcels of real property and improvements now or hereafter thereon, located in Anne Arundel County, Maryland, and more particularly described in Exhibit A, attached hereto and made a part hereof (the "Property"), or any part thereof, and used or usable in connection with any present or future operation of the Property, and now owned or hereafter acquired by Debtor and any property of any tenant thereon to which Debtor as landlord would have access upon default by such tenant, including, without limiting the generality of the foregoing, all screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and escalators and including all equipment installed or to be installed and used in the operation of the building or buildings and appurtenant facilities to be erected in or

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5

upon the Property, and all building materials, supplies and equipment now or hereafter delivered to the Property and intended to be installed therein;

(b) All leases and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items;

(c) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, security deposits, contract rights, general intangibles and benefits under any and all leases or tenancies now existing or hereafter created on or for the Property, or any part thereof;

(d) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets;

(e) All proceeds of insurance policies concerning the Property or any of the aforedescribed personal property, or both;

(f) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

(g) All licenses and permits from any governmental authority necessary for or reasonably appropriate to the operation of the Property.

The Property is also described in that certain Deed of Trust and Assignment of Leases and Security Agreement of even date herewith, made between Debtor and W. Taylor Brown and Steven J. Fox, trustees thereunder (the "Deed of Trust").

4. This Financing Statement gives notice of and perfects a security interest granted by Debtor to Secured Party (or for the benefit of Secured Party) under and pursuant to the Deed of Trust between Secured Party and Debtor, as security for a loan (the "Loan") made by Secured Party to Debtor under and pursuant to the Deed of Trust.

5. Proceeds and products of the collateral are also covered.

6. The name of the record owner of the Property is Disney Road Limited Partnership.

291:091:12/30/87:ZI99

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7. This transaction is EXEMPT from recordation tax. The principal amount of the debt initially incurred is $15,750,000.00

WITNESS:

M Straley

Debtor:

DISNEY ROAD LIMITED PARTNERSHIP

By: H. J. Knott, Jr. (SEAL)
Henry J. Knott,
General Partner

Date: December 31, 1987

Mr. Clerk: Please return to: W. Taylor Brown, Esquire
Weinberg and Green
100 South Charles Street
14th Floor
Baltimore, Maryland 21201

EXHIBIT A

JOHN E. HARMS, JR. AND ASSOCIATES, INC. *Consulting Engineers - Surveyors*

PASADENA, MARYLAND

12/23/87
CM:cw
Revised 12/30/87

OUTLINE DESCRIPTION
REVISED PLAT ONE
LAKE VILLAGE

All that tract or parcel of land situate in the 4th District, of Anne Arundel County, Maryland and is further bounded and described as follows:

Parcel A

BEGINNING for the same at a point on the south right-of-way line of Disney Road 60 feet wide, said point being marked 12 on Revised Plat One Lake Village and recorded as Plat No. 3129 in Book 59 at Folio 4, thence leaving said point 12 and binding the south right-of-way line of Disney Road as aforesaid the following 3 courses and referring the courses of this description to the Maryland State Grid Meridian as it relates to the above plat,

(1) along a curve deflecting to the right 229.02 feet, said curve having a radius of 1073.28 feet and being subtended by a chord South 89 degrees 04 minutes 15 seconds East 228.58, thence

(2) South 82 degrees 57 minutes 29 seconds East 440.82 feet to a point of curve, thence

(3) along said curve deflecting to the left 361.80 feet, said curve having a radius of 784.39 feet and being subtended by a chord of North 83 degrees 49 minutes 44 seconds East 358.61 feet, thence leaving said road and binding the east line of the aforesaid plat one the following 4 courses,

(4) South 22 degrees 15 minutes 41 seconds East 107.29 feet,

thence

(5) South 12 degrees 44 minutes 15 seconds East 200.42 feet, thence

(6) South 78 degrees 32 minutes 24 seconds West 34.00 feet, thence

(7) South 11 degrees 27 minutes 36 seconds East 80.00 feet, thence binding the south line of the aforesaid plat the following 2 courses,

(8) South 78 degrees 32 minutes 24 seconds West 870.12 feet, thence

(9) North 52 degrees 36 minutes 42 seconds West 478.36 feet, thence continuing to bind the outline of the aforesaid plat one

(10) North 23 degrees 59 minutes 00 seconds East 280.39 feet to a point, thence

(11) North 48 degrees 43 minutes 13 seconds East 38.45 feet to the point and place of beginning and containing an area of 11.922 acres of land according to a survey prepared by John E. Harms, Jr., and Associates, Inc., and dated November, 1974 and redated December, 23, 1987,

Parcel B

BEGINNING for the same at a point on the south side of existing Disney Road as now widened, said point being marked No. 26 on the Revised Plat One, Lake Village and recorded as Plat No. 3129 in Book 59, Folio 4, thence leaving said point and binding the east right-of-way line of Lasalle Place 60 feet wide, the following 7 courses,

(1) South 76 degrees 00 minutes 00 seconds East 35.36 feet to a point, thence

(2) South 31 degrees 00 minutes 00 seconds East 45.00 feet to a point, thence along a curve deflecting to the right

(3) 124.26 feet to a point, said curve having a radius of 185.55 feet and being subtended by a chord of South 11 degrees 48 minutes 53 seconds East 121.95 feet, thence

(4) South 07 degrees 22 minutes 13 seconds West 107.10 feet to a point of curve, thence binding said curve deflecting to the left

(5) 203.47 feet, said curve having a radius of 1639.08 feet and being subtended by a chord of South 03 degrees 48 minutes 51 seconds West 203.34 feet, thence

(6) South 00 degrees 15 minutes 28 seconds West 45.17 feet, thence

(7) South 47 degrees 45 minutes 25 seconds West 33.91 feet, thence leaving the north right-of-way line of Disney Road 60 feet wide the following 3 courses

(8) along a curve to the right 30.72 feet, said curve having a radius of 724.39 feet and being subtended by a chord of North 84 degrees 10 minutes 22 seconds West 30.72 feet, thence

(9) North 82 degrees 57 minutes 29 seconds West 440.82 feet, thence along a curve deflecting to the left

(10) 163.20 feet said curve having a radius of 1133.28 feet and being subtended by a chord of North 87 degrees 05 minutes 01 seconds West 163.06 feet thence binding the outline of the aforesaid plat

(11) North 48 degrees 43 minutes 13 seconds East 613.93 feet to a point on the south right-of-way line of Old Disney Road 30 feet wide, thence binding said right-of-way along a curve

deflecting to the right

(12) 52.95 feet, said curve having a radius of 1985.00 feet and being subtended by a chord of North 55 degrees 25 minutes 29 seconds East 52.95 feet, thence leaving said 30 right-of-way and binding the widening for Old Disney Road the following courses

(13) South 33 degrees 48 minutes 50 seconds East 15.00 feet, thence

(14) along a curve deflecting to the right 96.80 feet, said curve having a radius of 1970.00 feet and being subtended by a chord of North 57 degrees 35 minutes 44 seconds East 96.79 feet, thence

(15) North 59 degrees 00 minutes 00 seconds East 6.98 feet to the point and place of beginning and containing an area of 4.723 acres of land according to a survey prepared by John E. Harms, Jr., and Associates, Inc., dated November, 1974 and redated December 23, 1987,

Parcel C

BEGINNING for the same at a point on the south right-of-way line of Old Disney Road at point No. 23 as shown on Revised Plat One Lake Village and recorded as Plat No. 3129 in Book 59 at Folio 4, thence leaving said point and binding the outline of said Plat One the following 2 courses,

(1) South 31 degrees 00 minutes 00 seconds East 7.27 feet, thence

(2) South 22 degrees 15 minutes 41 seconds East 601.05 feet, thence leaving said outline and binding the north right-of-way line of Disney Road 60 feet wide, along a curve deflecting to the right

(3 190.29 feet, said curve having a radius of 724.39 feet

and being subtended by a chord of South 78 degrees 22 minutes 41 seconds West 189.74 feet, thence leaving the right-of-way line of Disney Road and binding the right-of-way line of Lasalle Place, 60 feet wide the following 6 courses,

(4) North 47 degrees 14 minutes 28 seconds West 33.91 feet, thence

(5) North 00 degrees 15 minutes 28 seconds East 45.17 feet, thence along a curve deflecting to the right,

(6) 196.02 feet, said curve having a radius of 1579.08 feet and being subtended by a chord of North 03 degrees 48 minutes 51 seconds East 195.89 feet, thence

(7) North 07 degrees 22 minutes 13 seconds East 107.10 feet, thence along a curve deflecting to the left

(8) 164.44 feet said curve having a radius of 245.55 feet and being subtended by a chord of North 11 degrees 48 minutes 53 seconds West 161.39 feet, thence

(9) North 31 degrees 00 minutes 00 seconds West 45.00 feet, thence leaving said right-of-way of Lasalle Place and binding the widening for Old Disney Road

(10) North 14 degrees 00 minutes 00 seconds East 35.36 feet to the point and place of beginning and containing an area of 1.243 acres of land according to a survey survey prepared by John E. Harms, Jr., and Associates, Inc., dated November, 1974 and redated December 23, 1987,

BEING and intending hereby to describe a part of that same land shown on Revised Plat One, Lake Village and recorded as Plat No. 3129 in Book 59 at Folio 4.

JOHN E. HARMS, JR. AND ASSOCIATES, INC. *Consulting Engineers - Surveyors*

PASADENA, MARYLAND

12/23/87
CM:cw
Revised 12/30/87

OUTLINE DESCRIPTION
REVISED PLAT TWO
LAKE VILLAGE

All that tract or parcel of land situate in the 4th District, of Anne Arundel County, Maryland and is further bounded an described as follows:

Parcel 2A

BEGINNING for the same at a point no. 55 on the outline of Revised Plat Two, Lake Village, recorded as plat no. 3130 in book 59 at folio 5 at its point of intersection with the north right-of-way line of Disney Road 60 feet wide, thence leaving said point no. 55 and binding the outline of said plat the following 7 courses,

(1) North 22 degrees 15 minutes 41 seconds West 601.05 feet, thence

(2) North 31 degrees 00 minutes 00 seconds West 7.27 feet, thence

(3) North 59 degrees 00 minutes 00 seconds East 106.00 feet, thence

(4) North 31 degrees 00 minutes 00 seconds West 15.00 feet, thence

(5) North 59 degrees 00 minutes 01 seconds East 15.19 feet, thence

(6) North 63 degrees 12 minutes 30 seconds East 118.31 feet, thence

(7) North 89 degrees 09 minutes 51 seconds East 592.77 feet,

thence leaving said outline and binding the west right-of-way line of Carriage Drive 60 feet wide

(8) South 14 degrees 36 minutes 22 seconds East 20.00 feet, thence leaving right-of-way line and running with the line of division between parcel 2 and parcel 3 as shown on the aforesaid plat two the following 6 courses,

(9) South 89 degrees 09 minutes 51 seconds West 53.00 feet, thence

(10) South 75 degrees 01 minutes 18 seconds West 145.10 feet, thence

(11) South 63 degrees 49 minutes 41 seconds West 198.34 feet, thence

(12) South 14 degrees 15 minutes 44 seconds West 166.60 feet, thence

(13) South 16 degrees 27 minutes 48 seconds East 72.98 feet, thence

(14) South 22 degrees 39 minutes 18 seconds East 231.59 feet, thence leaving said outline and binding the north right-of-way line of Disney Road 60 feet wide

(15) South 67 degrees 20 minutes 42 seconds West 243.08 feet, thence along a curve deflecting to the right

(16) 44.43 feet, said curve having a radius of 724.39 feet and being subtended by a chord of South 69 degrees 05 minutes 56 seconds West 44.33 feet to the point and place of beginning and containing an area of 5.397 acres of land according to a survey prepared by John E. Harms, Jr., and Associates, Inc., dated June, 1975 and redated December 23, 1987,

Parcel 2B

BEGINNING for the same at a point on the south right-of-way line of Disney Road 60 feet wide at point no. 56 as shown on Revised Plat Two, Lake Village, recorded as Plat No. 3130 in Book 59 at Folio 5, thence leaving said point 56 and binding the aforesaid south right-of-way line of Disney Road the following 5 courses,

(1) along a curve to the left 44.75 feet, said curve having a radius 784.39 feet and being subtended by a chord of North 68 degrees 58 minutes 46 seconds East 44.75 feet to a point, thence

(2) North 67 degrees 20 minutes 42 seconds East 284.58 feet, thence along a curve to the right,

(3) 275.02 feet, said curve having a radius of 720.70 feet and being subtended by a chord of North 78 degrees 16 minutes 38 seconds East 273.36 feet, thence

(4) North 89 degrees 12 minutes 34 seconds East 42.62 feet, thence

(5) South 45 degrees 47 minutes 26 seconds East 35.36 feet, thence binding the west right-of-way line of Carriage Drive 60 feet wide the following 3 courses

(6) South 00 degrees 47 minutes 26 seconds East 131.36 feet, thence along a curve to the left

(7) 154.09 feet, said curve having a radius of 1061.31 feet, and being subtended by a chord of South 04 degrees 56 minutes 59 seconds East 153.96 feet,

(8) South 09 degrees 06 minutes 33 seconds East 187.08 feet, thence leaving the said right-of-way line and binding the north right-of-way line of Carriage Court 60 feet wide

(9) South 35 degrees 57 minutes 49 seconds West 35.31 feet,

(10) South 81 degrees 02 minutes 13 seconds West 301.32 feet, the leaving said right-of-way line and binding the outline of the aforesaid Plat Two the following 6 courses,

(11) North 20 degrees 14 minutes 41 seconds East 78.90 feet, thence

(12) South 78 degrees 32 minutes 24 seconds West 332.87 feet, thence

(13) North 11 degrees 27 minutes 36 seconds West 80.00 feet, thence

(14) North 78 degrees 32 minutes 24 seconds East 34.00 feet, thence

(15) North 12 degrees 44 minutes 15 seconds West 200.42 feet, thence

(16) North 22 degrees 15 minutes 41 seconds West 107.29 feet to the point and place of beginning and containing an area of 6.706 acres of land according to a survey prepared by John E. Harms, Jr., and Associates, Inc., and dated June, 1975 and redated December, 23, 1987,

Parcel 3A

BEGINNING for the same at a point on the north right-of-way line of Disney Road 60 feet wide at point no. 50 as shown on Revised Plat Two, Lake Village, recorded as Plat No. 3130 in Book 59 at Folio 5 thence leaving said right-of-way line and binding the division line of Parcel 2 and Parcel 3 as shown on the aforesaid plat the following 6 courses,

(1) North 22 degrees 39 minutes 18 seconds West 231.59 feet to a point, thence

(2) North 16 degrees 27 minutes 48 seconds West 72.98 feet to

a point, thence

(3) North 14 degrees 15 minutes 44 seconds 166.60 feet to a point , thence

(4) North 63 degrees 49 minutes 41 seconds East 198.34 feet to a point, thence

(5) North 75 degrees 01 minutes 18 seconds East 145.10 feet to a point, thence

(6) North 89 degrees 09 minutes 51 seconds East 53.00 feet to a point thence leaving said line of division and binding the west right-of-way line of Carriage Drive 60 feet wide the following 4 courses

(7) South 14 degrees 36 minutes 22 seconds East 291.71 feet, thence along a curve to the right

(8) 142.04 feet, said curve having a radius of 589.06 feet and being subtended by a chord of South 07 degrees 41 minutes 54 seconds East 141.70 feet, thence

(9) South 00 degrees 47 minutes 26 seconds East 46.15 feet, thence

(10) South 44 degrees 12 minutes 34 seconds West 35.36 feet, thence leaving the right-of-way line of Carriage Drive and binding the north right-of-way line of Disney Road 60 feet wide, the following 3 courses

(11) South 89 degrees 12 minutes 34 seconds West 42.62 feet, thence along a curve to the left,

(12) 297.92 feet, said curve having a radius of 780.70 feet and being subtended by a chord of South 78 degrees 16 minutes 38 seconds West 296.12 feet, thence

(13) South 67 degrees 20 minutes 42 seconds West 41.50 feet to

BOOK 521 PAGE 437

the point and place of beginning and containing an area of 4.802 acres of land according to a survey prepared by John E. Harms, Jr., and Associates, Inc., dated October, 1976 and redated December 23, 1987,

Parcel 3B

BEGINNING for the same at a point on the north right-of-way line of Disney Road 60 feet wide at point No. 5 as shown on Revised Plat Two, Lake Village thence leaving said point and binding the north right-of-way line of Disney Road

(1) South 89 degrees 12 minutes 34 seconds West 415.11 feet, thence binding the east right-of-way line of Carriage Drive the following 4 courses,

(2) North 45 degrees 47 minutes 26 seconds West 35.36 feet, thence

(3 North 00 degrees 47 minutes 26 seconds West 46.15 feet, thence along a curve to the left

(4) 156.51 feet, said curve having a radius of 649.06 feet and being subtended by a chord of North 07 degrees 41 minutes 54 seconds West 156.13 feet, thence

(5) North 14 degrees 36 minutes 22 seconds West 297.00 feet, thence leaving said right-of-way line and binding the outline of said Plat

(6) North 89 degrees 09 minutes 51 seconds East 626.11 feet, thence

(7) South 09 degrees 48 minutes 00 seconds West 523.98 feet, to the point and place fo beginning and containing an area of 6.145 acres of land according to a survey prepared by John E. Harms, Jr., and Associates, Inc., dated October, 1976 and redated

December 23, 1987 BOOK 521 PAGE 438

Parcel 3-C

BEGINNING for the same at a point on the south right-of-way line of Disney Road 60 feet wide, being point No. 6 on Revised Plat Two, Lake Village recorded as Plat No. 3130 in Book 59 at Folio 5, thence leaving said point 6 and binding the outline of said plat the following 3 courses,

(1) South 09 degrees 48 minutes 00 seconds West 371.98 feet, thence

(2) South 09 degrees 12 minutes 59 seconds West 167.06 feet, thence

(3) South 81 degrees 02 minutes 13 seconds West 284.46 feet, thence leaving said outline and binding the east right-of-way line of Carriage Drive 60 feet wide

(4) North 09 degrees 06 minutes 33 seconds West 272.22 feet, thence along a curve to the right,

(5) 145.38 feet, said curve having a radius of 1001.31 feet and being subtended by a chord North 04 degrees 56 minutes 59 seconds West 145.25 feet, thence

(6) North 00 degrees 47 minutes 26 seconds West 131.36 feet, thence binding the south right-of-way line of Disney Road 60 feet wide

(7) North 44 degrees 12 minutes 34 seconds East 35.36 feet, thence

(8) North 89 degrees 12 minutes 34 seconds East 403.89 feet to the point and place of beginning and containing an area of 4.591 acre of land according to a survey prepared by John E. Harms, Jr., and Associates, Inc., and dated October, 1979 and redated

BEING and intending hereby to describe a part of that same land shown on Revised Plat Two, Lake Village and recorded as Plat No. 3130 in Book 59 at Folio 5.

Financing
291212/31/87:ZJ12

BOOK 521 PAGE 440

FINANCING STATEMENT

2711136

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS
OF THE STATE OF MARYLAND, AND
IN THE LAND RECORDS AND THE
FINANCING STATEMENT RECORDS
OF ANNE ARUNDEL COUNTY,
MARYLAND

NOT SUBJECT TO
RECORDATION TAX

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

1. NAME AND ADDRESS OF DEBTOR: Carriage Limited Partnership
2850 North Charles Street
Baltimore, Maryland 21218
Attention: Mr. Henry J. Knott,
Jr., General Partner

2. NAME AND ADDRESS OF SECURED PARTY: Ford Motor Credit Company
P.O. Box 1729
The American Road
Dearborn, Michigan 48121-1729
Attention: Mr. Maxwell H. Ware

RECORD FEE 22.00
POSTAGE .50
#0[illegible]80 C345 R03 T14:35
01/04/88

01/04/88
JA

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

(a) All fixtures, fittings, furnishings, appliances, apparatus, equipment and machinery, and all articles of personal property of every kind and nature whatsoever now or hereafter located in or upon any interest or estate in that certain parcel or parcels of real property and improvements now or hereafter thereon, located in Anne Arundel County, Maryland, and more particularly described in Exhibit A, attached hereto and made a part hereof (the "Property"), or any part thereof, and used or usable in connection with any present or future operation of the Property, and now owned or hereafter acquired by Debtor and any property of any tenant thereon to which Debtor as landlord would have access upon default by such tenant, including, without limiting the generality of the foregoing, all screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and escalators and including all equipment installed or to be installed and used in the operation of the building or buildings and appurtenant facilities to be erected in or

upon the Property, and all building materials, supplies and equipment now or hereafter delivered to the Property and intended to be installed therein;

(b) All leases and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items;

(c) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, security deposits, contract rights, general intangibles and benefits under any and all leases or tenancies now existing or hereafter created on or for the Property, or any part thereof;

(d) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets;

(e) All proceeds of insurance policies concerning the Property or any of the aforedescribed personal property, or both;

(f) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

(g) All licenses and permits from any governmental authority necessary for or reasonably appropriate to the operation of the Property.

The Property is also described in that certain Deed of Trust and Assignment of Leases and Security Agreement of even date herewith, made between Debtor and W. Taylor Brown and Steven J. Fox, trustees thereunder (the "Deed of Trust").

4. This Financing Statement gives notice of and perfects a security interest granted by Debtor to Secured Party (or for the benefit of Secured Party) under and pursuant to the Deed of Trust and Assignment of Leases and Security Agreement between Secured Party and Debtor, as security for a loan (the "Loan") made by Secured Party to Debtor under and pursuant to the Deed of Trust.

5. Proceeds and products of the collateral are also covered.

6. The name of the record owner of the Property is Carriage Limited Partnership.

7. This transaction is EXEMPT from recordation tax. The principal amount of the debt initially incurred is $ 3250.00.

WITNESS:

Debtor:

CARRIAGE LIMITED PARTNERSHIP

Susan E. Holman

By: _____ (SEAL)
Henry J. Knott,
General Partner

Date: December 31, 1987

Mr. Clerk: Please return to:

W. Taylor Brown, Esquire
Weinberg and Green
100 South Charles Street
14th Floor
Baltimore, Maryland 21201

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EXHIBIT A

JOHN E. HARMS, JR. AND ASSOCIATES, INC. *Consulting Engineers - Surveyors*

PASADENA, MARYLAND

12/23/87
CM:cw
Revised 12/30/87

OUTLINE DESCRIPTION
LAKE VILLAGE APARTMENTS
AMENDED SECTION FOUR

All that tract or parcel of land situate in the 4th District, of Anne Arundel County, Maryland and is further bounded and described as follows:

BEGINNING for the same at a point No. 24 on the outline of a parcel of land shown on Amended Section Four, Lake Village Apartments, recorded as Plat No. 3578 in Book 68 at Folio 3 also being on the south right-of-way line of Carriage Court, thence leaving said point and binding the outline of said plat,

(1) South 20 degrees 14 minutes 41 seconds West 928.46 feet, thence

(2) North 31 degrees 11 minutes 35 seconds West 379.40 feet, thence

(3) South 68 degrees 28 minutes 28 seconds West 243.71 feet, thence

(4) North 35 degrees 36 minutes 16 seconds West 658.60 feet, thence

(5) North 78 degrees 32 minutes 24 seconds East 1202.99 feet, thence

(6) South 20 degrees 14 minutes 41 seconds West 78.90 feet, thence binding the north right-of-way line of Carriage Court

(7) South 81 degrees 02 minutes 13 seconds West 99.53 feet, thence along a curve to the right

(8) 19.71 feet, said curve having a radius of 25.00 feet and

being subtended by a chord of North 76 degrees 22 minutes 59 seconds 19.20 feet, thence along a curve to the left

(9) 250.05 feet, said curve having a radius of 53.00 feet, thence along a curve to the right

(10) 19.71 feet, said curve having a radius of 25.00 feet and being subtended by a chord of North 58 degrees 27 minutes 25 seconds East 19.20 feet, thence binding the south right-of-way line of Carriage Court 60 feet wide

(11) North 81 degrees 02 minutes 13 seconds East 65.98 feet to the point and place of beginning and containing an area of 12.837 acres of land according to a survey prepared by John E. Harms, Jr., and Associates, Inc., dated March, 1979 and redated December 23, 1987,

BEING and intending hereby to describe a part of that same land shown on Amended Plat, Section Four, Lake Village Apartments, recorded as Plat No. 3578 in Book 68 at Folio 3.

Financing

291:12/31/87:ZJ12

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FINANCING STATEMENT

2711127

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS
OF THE STATE OF MARYLAND, AND
IN THE LAND RECORDS AND THE
FINANCING STATEMENT RECORDS
OF ANNE ARUNDEL COUNTY,
MARYLAND

NOT SUBJECT TO
RECORDATION TAX

RECORD FEE 22.00
POSTAGE .50

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

#021910 C345 R03 T14:36
01/04/88
JA

1. NAME AND ADDRESS OF DEBTOR: Carriage Limited Partnership
2850 North Charles Street
Baltimore, Maryland 21218
Attention: Mr. Henry J. Knott, Jr., General Partner

2. NAME AND ADDRESS OF SECURED PARTY: Ford Motor Credit Company
P.O. Box 1729
The American Road
Dearborn, Michigan 48121-1729
Attention: Mr. Maxwell H. Ware

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

(a) All fixtures, fittings, furnishings, appliances, apparatus, equipment and machinery, and all articles of personal property of every kind and nature whatsoever now or hereafter located in or upon any interest or estate in that certain parcel or parcels of real property and improvements now or hereafter thereon, located in Anne Arundel County, Maryland, and more particularly described in Exhibit A, attached hereto and made a part hereof (the "Property"), or any part thereof, and used or usable in connection with any present or future operation of the Property, and now owned or hereafter acquired by Debtor and any property of any tenant thereon to which Debtor as landlord would have access upon default by such tenant, including, without limiting the generality of the foregoing, all screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and escalators and including all equipment installed or to be installed and used in the operation of the building or buildings and appurtenant facilities to be erected in or

upon the Property, and all building materials, supplies and equipment now or hereafter delivered to the Property and intended to be installed therein;

(b) All leases and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items;

(c) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, security deposits, contract rights, general intangibles and benefits under any and all leases or tenancies now existing or hereafter created on or for the Property, or any part thereof;

(d) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets;

(e) All proceeds of insurance policies concerning the Property or any of the aforedescribed personal property, or both;

(f) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

(g) All licenses and permits from any governmental authority necessary for or reasonably appropriate to the operation of the Property.

The Property is also described in that certain Deed of Trust and Assignment of Leases and Security Agreement of even date herewith, made between Debtor and W. Taylor Brown and Steven J. Fox, trustees thereunder (the "Deed of Trust").

4. This Financing Statement gives notice of and perfects a security interest granted by Debtor to Secured Party (or for the benefit of Secured Party) under and pursuant to the Deed of Trust and Assignment of Leases and Security Agreement between Secured Party and Debtor, as security for a loan (the "Loan") made by Secured Party to Debtor under and pursuant to the Deed of Trust.

5. Proceeds and products of the collateral are also covered.

6. The name of the record owner of the Property is Carriage Limited Partnership.

7. This transaction is EXEMPT from recordation tax. The principal amount of the debt initially incurred is $15,950,000.00.

WITNESS:

Debtor:

CARRIAGE LIMITED PARTNERSHIP

Susan E. Helmuth

By: _____ (SEAL)
Henry J. Knott,
General Partner

Date: December 31, 1987

Mr. Clerk: Please return to:

W. Taylor Brown, Esquire
Weinberg and Green
100 South Charles Street
14th Floor
Baltimore, Maryland 21201

EXHIBIT A

JOHN E. HARMS, JR. AND ASSOCIATES, INC. *Consulting Engineers - Surveyors*

PASADENA, MARYLAND

12/23/87
CM:cw
Revised 12/30/87

OUTLINE DESCRIPTION
LAKE VILLAGE APARTMENTS
AMENDED SECTION FOUR

All that tract or parcel of land situate in the 4th District, of Anne Arundel County, Maryland and is further bounded and described as follows:

BEGINNING for the same at a point No. 24 on the outline of a parcel of land shown on Amended Section Four, Lake Village Apartments, recorded as Plat No. 3578 in Book 68 at Folio 3 also being on the south right-of-way line of Carriage Court, thence leaving said point and binding the outline of said plat,

(1) South 20 degrees 14 minutes 41 seconds West 928.46 feet, thence

(2) North 31 degrees 11 minutes 35 seconds West 379.40 feet, thence

(3) South 68 degrees 28 minutes 28 seconds West 243.71 feet, thence

(4) North 35 degrees 36 minutes 16 seconds West 658.60 feet, thence

(5) North 78 degrees 32 minutes 24 seconds East 1202.99 feet, thence

(6) South 20 degrees 14 minutes 41 seconds West 78.90 feet, thence binding the north right-of-way line of Carriage Court

(7) South 81 degrees 02 minutes 13 seconds West 99.53 feet, thence along a curve to the right

(8) 19.71 feet, said curve having a radius of 25.00 feet and

being subtended by a chord of North 76 degrees 22 minutes 59 seconds 19.20 feet, thence along a curve to the left

(9) 250.05 feet, said curve having a radius of 53.00 feet, thence along a curve to the right

(10) 19.71 feet, said curve having a radius of 25.00 feet and being subtended by a chord of North 58 degrees 27 minutes 25 seconds East 19.20 feet, thence binding the south right-of-way line of Carriage Court 60 feet wide

(11) North 81 degrees 02 minutes 13 seconds East 65.98 feet to the point and place of beginning and containing an area of 12.837 acres of land according to a survey prepared by John E. Harms, Jr., and Associates, Inc., dated March, 1979 and redated December 23, 1987,

BEING and intending hereby to describe a part of that same land shown on Amended Plat, Section Four, Lake Village Apartments, recorded as Plat No. 3578 in Book 68 at Folio 3.

Financing Record

BOOK 521 PAGE 450

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Filed with CIRCUIT COURT OF ANNE ARUNDEL COUNTY

Roll No. 321 Page No. 297

Identification No. 187804 Dated 8/13/74

1. Debtor(s)

Disney Road Limited Partnership
Name or Names—Print or Type

2850 North Charles Street Baltimore, MD 21218
Address—Street No., City - County State Zip Code

2. Secured Party

The Greater New York Savings Bank
Name or Names—Print or Type

451 Fifth Avenue Brooklyn, NY 11215
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)_____

4. Check Applicable 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: Ford Motor Credit Company P.O. Box 1729 The American Road Deerborn, Michigan 48121-1729 Attn: Managing Credit Officer	D. Other: ..... ☐ (Indicate whether amendment, termination, etc.)

All property as recorded in original financing statement

RECORD FEE 10.00
POSTAGE .50
#021750 C345 R03 T14:28
01/04/88
JA

Dated: 12/30/87

The Greater New York Savings Bank
Name of Secured Party

Margaret Nelson
Signature of Secured Party

Margaret Nelson, Assistant Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

10-
50

BOOK 521 PAGE 451

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)

SAUNDERS ROBERT T
4451 NUSBAUM
TANEYTOWN MD 21787
21 9687587 AC

2 SECURED PARTY(IES) and ADDRESS(ES)

JOHN DEERE COMPANY
P. O. BOX 65090
WEST DES MOINES IA 50265
FORMERLY: JOHN DEERE COMPANY
COLUMBUS, OH

3 MATURITY DATE (If Any) 26MAY93

FOR FILING OFFICER (Date, Time and Filing Office)

4 This statement refers to original Financing Statement bearing File No 462-164-247486

Filed with ANNE ARUNDEL MD Date Filed 26MAY83

POSTAGE .50
RECORD FEE 10.00

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** - Secure Party releases the collateral described in Item 10 from the financing statement bearing file number shown above

A215700 CTRT R01 T15:52

10

Number of Additional Sheets Presented

TO

01/04/88
JA

CLERK OF CIRCUIT CRT
% UCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21403

21DEC87

By
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable)

DEERE CREDIT SERVICES INC.

By
Signature(s) of Secured Party(ies)

MANAGER OF PROCESSING
Manager, Processing
John Deere Company

FILING OFFICER COPY — ALPHABETICAL

STANDARD FORM — FORM UCC-3

BOOK 521 PAGE 452

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)

MILLER E. BREEN
BOX 710
HARWOOD MD 20776
215644997 AA

2 SECURED PARTY(IES) and ADDRESS(ES)

JOHN DEERE COMPANY
P. O. BOX 65090
WEST DES MOINES IA 50265
FORMERLY: JOHN DEERE COMPANY
COLUMBUS, OH

3 MATURITY DATE (If Any) 10NOV95

FOR FILING OFFICER (Date, Time and Filing Office)

4 This statement refers to original Financing Statement bearing File No 467-444-249780

Filed with ANNE ARUNDEL MD Date Filed 10NOV83

RECORD FEE 10.00
POSTAGE .50
#213690 CTTT R01 T15:51
01/04/88

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** - Secure Party releases the collateral described in Item 10 from the financing statement bearing file number shown above

10

Number of Additional Sheets Presented

21DEC87

TO

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(s) of Secured Party(ies)

MANAGER OF PROCESSING

Manager, Processing
John Deere Company

FILING OFFICER COPY — ALPHABETICAL

STANDARD FORM — FORM UCC 3

BOOK 521 PAGE 453

Anne Arundel County

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271170

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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: Ben Oaks Appliance Center, Inc.
   Address: 543-5 Baltimore/Annapolis Blvd., Severna park, MD & 821 W. Benfield Road, Severna Park, MD & Route 3 North, 401 Headquarters Dr., Ste. 102 Millersville, MD Plus any and all other locations.
2. SECURED PARTY
   Name ITT COMMERCIAL FINANCE CORP.
   Address P.O. BOX 489
   COLUMBIA, MD 21045
   Person And Address To Whom Statement Is To Be Returned If Different From Above.
3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)

ALL INVENTORY, RAW MATERIALS, GOODS IN PROCESS, FINISHED GOODS, MACHINES, MACHINERY, FURNITURE, FURNISHINGS, FIXTURES, VEHICLES, 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, AND ACCESSORIES THEREFORE, AND REPLACEMENTS AND PROCEEDS.

CHECK ☒ THE LINES WHICH APPLY

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

-

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

RECORD FEE 11.00
POSTAGE .50
#215670 C777 R01 T15:51
01/04/88
JA

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

Ben Oaks Appliance Center, Inc.

_____
(Signature of Debtor)

_____ President
Type or Print Above Name on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

ITT Commercial Finance Corp.

_____
(Signature of Secured Party)

KENNETH N. COLLINS - CREDIT MANAGER
Type or Print Above Signature on Above Line

11.50

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

UNIFORM COMMERCIAL CODE
Continuation, Termination, Release, Assignment, Etc.

BOOK 521 PAGE 454

Washington Law Reporter Form 1001
1625 Eye St., N.W., Washington, D.C. 20006

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 7/16/87 Record Reference 268643 Book 514 Page 565
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Ben Oaks Decorating Center, Inc.	543 Baltimore/Annapolis Blvd., Severna Park, MD & 821 W. Benfield Road, Severna Park, MD 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.

XX OTHER ; Amendment

RECORD FEE 10.00
POSTAGE .50
#015680 CT77 R01 T15:51
07/04/88

Please amend Debtor's name to read: Ben Oaks Appliance Center, Inc.

Amend to change Debtor's address from 543 Baltimore/Annapolis Blvd., Severna Park, MD to 543-5 Baltimore/Annapolis Blvd., Severna Park, MD

Amend to add to Debtor's address: Route 3 North, 401 Headquarters Drive, Suite 102 Millersville, MD 21108
"Plus any and all ohter locations.".

RETURN TO:

Debtor(s) or assignor(s)

Ben Oaks Appliance Center, Inc. formerly
Ben Oaks Decorating Center, Inc.

ITT COMMERCIAL FINANCE CORP. (Seal)
(Corporate, Trade or Firm Name)

President

Signature of *Secured Party* or Assignee

(Type or print name under signature)

KENNETH N. COLLINS - CREDIT MANAGER
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

10.50

STATE OF MARYLAND

Clerk of Circuit Court of
Anne Arundel County MD
BOOK 521 PAGE 455

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271139

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ 20,258.81*

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: EBS-Gussini, Inc. SEE RIDER 1 FOR OTHER DEBTOR NAME

Address: 6940 A-C San Tomas Road, Route 100 Industrial Park
Elkridge, Maryland 21227

2. SECURED PARTY

Name: The Huntington National Bank

Address: 41 South High Street, Columbus, Ohio 43215

Beverlee Roberts, Porter, Wright, Morris & Arthur, 41 South High Street, Columbus Ohio 43215

Person And Address To Whom Statement Is To Be Returned 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 incorporated herein by this reference.

Name and address of Assignee
N/A

RECORD FEE 27.00
RECORD TAX 143.50
#215520 CTT7 R01 T15:39
01/04/89
JA

* See Affidavit attached hereto and made a part hereof.

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

EBS-GUSSINI, INC.
(Signature of Debtor)

By: _____ V.P.

Type or Print Above Name on Above Line
Alan Sachs, Vice President

(Signature of Debtor)

Type or Print Above Signature on Above Line

THE HUNTINGTON NATIONAL BANK

By: _____ V.P.
(Signature of Secured Party)

Michael D. Davis, Vice President
Type or Print Above Signature on Above Line

27.00
143.50
0

RIDER 1

During the year 1988 the name of the Debtor will be changed to Gussini Stores, Inc.

EBS-GUSSINI, INC.

By: _____
VP

EXHIBIT A

Equipment, Fixtures, Inventory and Receivables

All of Debtor's machinery, equipment, tools, furniture, furnishings and fixtures including, but not limited to, all manufacturing, fabricating, processing, transporting and packaging equipment, power systems, heating, cooling and ventilating systems, lighting and communications systems, electric, gas and water distribution systems, food service systems, fire prevention, alarm and security systems, laundry systems and computing and data processing systems; all of Debtor's inventory, including, but not limited to, parts, supplies, raw materials, work in process, finished goods, materials used or consumed in Debtor's business, repossessed and returned goods (hereinafter the "Inventory"); all of Debtor's accounts, accounts receivable, contract rights, guaranties of accounts, accounts receivable and contract rights and security therefor, chattel paper, income tax refunds, instruments, negotiable documents, notes, drafts, acceptances and other forms of obligations and receivables arising from or in connection with the operation of Debtor's business including, but not limited to, those arising from or in connection with Debtor's sale, lease or other disposition of the Inventory (hereinafter the "Receivables"), and all books, records, ledger cards, computer programs and other documents or property at any time evidencing or relating to the Receivables; all of Debtor's general intangibles, trade names, trademarks, trade secrets, goodwill, patents, patent applications, copyrights, deposit accounts, licenses and franchises (all of the foregoing items and types of property hereinafter the "Collateral"); whether Debtor's interest in the Collateral as owner, co-owner, lessee, consignee, secured party or otherwise be now owned or existing, or hereafter arising or acquired, and wherever located, together with all substitutions, replacements, additions and accessions therefor or thereto, all replacement and repair parts therefor, all documents including, but not limited to, negotiable documents, documents of title, warehouse receipts, storage receipts, dock receipts, dock warrants, express bills, freight bills, airbills, bills of lading and other documents relating thereto, all products thereof and all cash and non-cash proceeds thereof including, but not limited to, notes, drafts, checks, instruments, insurance proceeds, indemnity proceeds, warranty and guaranty proceeds and proceeds arising in connection with any requisition, confiscation, condemnation, seizure or forfeiture

of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority).

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

DEBTOR:

EBS-GUSSINI, INC.

By: _____

Its: VP

ROB/9792

AFFIDAVIT OF VALUATION

BOOK 521 PAGE 459

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

Michael D. Davis, being first duly sworn, deposes and says:

1. He is a Vice President of The Huntington National Bank and makes this affidavit to the best of his knowledge.

2. The Huntington National Bank (herein "Bank") is extending credit to EBS-Gussini, Inc. ("Borrower"), in the aggregate maximum principal amount of Fifteen Million Dollars ($15,000,000.00).

3. To secure the extension of credit, the Borrower has granted the Bank a security interest in all of its personal property. To the best of affiant's knowledge, based on information supplied by the Borrower, Borrower's collateral has a total book value of $18,183,945.00.

4. To the best of affiant's knowledge, based on information supplied by the Borrower, the book value of the Borrower's machinery and equipment located in Anne Arundel County, Maryland is $24,559.00. All of the collateral is owned by Borrower.

5. The amount of indebtedness proportionate to the book value of the machinery and equipment in Anne Arundel County, Maryland is $20,258.81.

6. The amount of tax due on $20,258.81 of indebtedness is $143.50.

Michael D. Davis

The foregoing instrument was acknowledged before me this 30th day of December, 1987.

Notary Public

ROB/9794-1

BEVERLEE ROBERTS
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES JULY 18, 1991

BOOK 521 PAGE 460

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271130

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

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

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

This financing statement Dated 12/22/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. **DEBTOR**

Name James Groot

Address Rt. 3 North at Rt. 450, Gambrills, MD 21054

2. **SECURED PARTY**

Name American Surety Title Co., Inc.

Address 9470 Annapolis Rd. #315, Lanham, MD 20706

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

3. Maturity date of obligation (if any) 90 days (3/21/88)

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

Debtor's 10% limited partner interest in Kangaroo Katies

Debtor's 90% stockholder interest in W.B.P. Inc. (trading as Galveston's)

RECORD FEE 12.00
POSTAGE .50
#215180 CTT7 R01 T14:56
01/04/88
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)

James L Mc
(Signature of Debtor)

James Groot
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

12.50

American Surety Title Co., Inc.

By: _____
(Signature of Secured Party)

James F. Clements
Type or Print Above Name on Above Line

Financing
291:12/30/87:ZJ04

FINANCING STATEMENT

271131

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS
OF THE STATE OF MARYLAND, AND
IN THE LAND RECORDS AND THE
FINANCING STATEMENT RECORDS
OF ANNE ARUNDEL COUNTY,
MARYLAND

NOT SUBJECT TO
RECORDATION TAX

BOOK 521 PAGE 461

RECORD FEE 66.00
POSTAGE .50
#021820 C345 R03 T14:31
01/04/88
JA

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

1. NAME AND ADDRESS OF DEBTOR: Disney Road Limited Partnership
2850 North Charles Street
Baltimore, Maryland 21218
Attention: Mr. Henry J. Knott,
Jr., General Partner

2. NAME AND ADDRESS OF SECURED PARTY: Ford Motor Credit Company
P.O. Box 1729
The American Road
Dearborn, Michigan 48121-1729
Attention: Mr. Maxwell H. Ware

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

(a) All fixtures, fittings, furnishings, appliances, apparatus, equipment and machinery, and all articles of personal property of every kind and nature whatsoever now or hereafter located in or upon any interest or estate in that certain parcel or parcels of real property and improvements now or hereafter thereon, located in Anne Arundel County, Maryland, and more particularly described in Exhibit A, attached hereto and made a part hereof (the "Property"), or any part thereof, and used or usable in connection with any present or future operation of the Property, and now owned or hereafter acquired by Debtor and any property of any tenant thereon to which Debtor as landlord would have access upon default by such tenant, including, without limiting the generality of the foregoing, all screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and escalators and including all equipment installed or to be installed and used in the operation of the building or buildings and appurtenant facilities to be erected in or

66—
50

upon the Property, and all building materials, supplies and equipment now or hereafter delivered to the Property and intended to be installed therein;

(b) All leases and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items;

(c) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, security deposits, contract rights, general intangibles and benefits under any and all leases or tenancies now existing or hereafter created on or for the Property, or any part thereof;

(d) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets;

(e) All proceeds of insurance policies concerning the Property or any of the aforedescribed personal property, or both;

(f) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

(g) All licenses and permits from any governmental authority necessary for or reasonably appropriate to the operation of the Property.

The Property is also described in that certain Deed of Trust of even date herewith, made between Debtor and W. Taylor Brown and Steven J. Fox, trustees thereunder (the "Deed of Trust").

4. This Financing Statement gives notice of and perfects a security interest granted by Debtor to Secured Party (or for the benefit of Secured Party) under and pursuant to the Deed of Trust between Secured Party and Debtor, as security for a loan (the "Loan") made by Secured Party to Debtor under and pursuant to the Deed of Trust.

5. Proceeds and products of the collateral are also covered.

6. The name of the record owner of the Property is Disney Road Limited Partnership.

7. This transaction is EXEMPT from recordation tax. The principal amount of the debt initially incurred is $10,429,163.

WITNESS:

M Stanley

Debtor:

DISNEY ROAD LIMITED PARTNERSHIP

By: _____ (SEAL)
Henry J. Knott,
General Partner

Date: December 31, 1987

Mr. Clerk: Please return to:

W. Taylor Brown, Esquire
Weinberg and Green
100 South Charles Street
14th Floor
Baltimore, Maryland 21201

JOHN E. HARMS, JR. AND ASSOCIATES, INC. *Consulting Engineers - Surveyors*

PASADENA, MARYLAND

12/23/87
CM:cw
Revised 12/30/87

OUTLINE DESCRIPTION
REVISED PLAT ONE
LAKE VILLAGE

All that tract or parcel of land situate in the 4th District, of Anne Arundel County, Maryland and is further bounded and described as follows:

Parcel A

BEGINNING for the same at a point on the south right-of-way line of Disney Road 60 feet wide, said point being marked 12 on Revised Plat One Lake Village and recorded as Plat No. 3129 in Book 59 at Folio 4, thence leaving said point 12 and binding the south right-of-way line of Disney Road as aforesaid the following 3 courses and referring the courses of this description to the Maryland State Grid Meridian as it relates to the above plat,

(1) along a curve deflecting to the right 229.02 feet, said curve having a radius of 1073.28 feet and being subtended by a chord South 89 degrees 04 minutes 15 seconds East 228.58, thence

(2) South 82 degrees 57 minutes 29 seconds East 440.82 feet to a point of curve, thence

(3) along said curve deflecting to the left 361.80 feet, said curve having a radius of 784.39 feet and being subtended by a chord of North 83 degrees 49 minutes 44 seconds East 358.61 feet, thence leaving said road and binding the east line of the aforesaid plat one the following 4 courses,

(4) South 22 degrees 15 minutes 41 seconds East 107.29 feet,

thence

(5) South 12 degrees 44 minutes 15 seconds East 200.42 feet, thence

(6) South 78 degrees 32 minutes 24 seconds West 34.00 feet, thence

(7) South 11 degrees 27 minutes 36 seconds East 80.00 feet, thence binding the south line of the aforesaid plat the following 2 courses,

(8) South 78 degrees 32 minutes 24 seconds West 870.12 feet, thence

(9) North 52 degrees 36 minutes 42 seconds West 478.36 feet, thence continuing to bind the outline of the aforesaid plat one

(10) North 23 degrees 59 minutes 00 seconds East 280.39 feet to a point, thence

(11) North 48 degrees 43 minutes 13 seconds East 38.45 feet to the point and place of beginning and containing an area of 11.922 acres of land according to a survey prepared by John E. Harms, Jr., and Associates, Inc., and dated November, 1974 and redated December, 23, 1987,

Parcel B

BEGINNING for the same at a point on the south side of existing Disney Road as now widened, said point being marked No. 26 on the Revised Plat One, Lake Village and recorded as Plat No. 3129 in Book 59, Folio 4, thence leaving said point and binding the east right-of-way line of Lasalle Place 60 feet wide, the following 7 courses,

(1) South 76 degrees 00 minutes 00 seconds East 35.36 feet to a point, thence

(2) South 31 degrees 00 minutes 00 seconds East 45.00 feet to a point, thence along a curve deflecting to the right

(3) 124.26 feet to a point, said curve having a radius of 185.55 feet and being subtended by a chord of South 11 degrees 48 minutes 53 seconds East 121.95 feet, thence

(4) South 07 degrees 22 minutes 13 seconds West 107.10 feet to a point of curve, thence binding said curve deflecting to the left

(5) 203.47 feet, said curve having a radius of 1639.08 feet and being subtended by a chord of South 03 degrees 48 minutes 51 seconds West 203.34 feet, thence

(6) South 00 degrees 15 minutes 28 seconds West 45.17 feet, thence

(7) South 47 degrees 45 minutes 25 seconds West 33.91 feet, thence leaving the north right-of-way line of Disney Road 60 feet wide the following 3 courses

(8) along a curve to the right 30.72 feet, said curve having a radius of 724.39 feet and being subtended by a chord of North 84 degrees 10 minutes 22 seconds West 30.72 feet, thence

(9) North 82 degrees 57 minutes 29 seconds West 440.82 feet, thence along a curve deflecting to the left

(10) 163.20 feet said curve having a radius of 1133.28 feet and being subtended by a chord of North 87 degrees 05 minutes 01 seconds West 163.06 feet thence binding the outline of the aforesaid plat

(11) North 48 degrees 43 minutes 13 seconds East 613.93 feet to a point on the south right-of-way line of Old Disney Road 30 feet wide, thence binding said right-of-way along a curve

deflecting to the right

(12) 52.95 feet, said curve having a radius of 1985.00 feet and being subtended by a chord of North 55 degrees 25 minutes 29 seconds East 52.95 feet, thence leaving said 30 right-of-way and binding the widening for Old Disney Road the following courses

(13) South 33 degrees 48 minutes 50 seconds East 15.00 feet, thence

(14) along a curve deflecting to the right 96.80 feet, said curve having a radius of 1970.00 feet and being subtended by a chord of North 57 degrees 35 minutes 44 seconds East 96.79 feet, thence

(15) North 59 degrees 00 minutes 00 seconds East 6.98 feet to the point and place of beginning and containing an area of 4.723 acres of land according to a survey prepared by John E. Harms, Jr., and Associates, Inc., dated November, 1974 and redated December 23, 1987,

Parcel C

BEGINNING for the same at a point on the south right-of-way line of Old Disney Road at point No. 23 as shown on Revised Plat One Lake Village and recorded as Plat No. 3129 in Book 59 at Folio 4, thence leaving said point and binding the outline of said Plat One the following 2 courses,

(1) South 31 degrees 00 minutes 00 seconds East 7.27 feet, thence

(2) South 22 degrees 15 minutes 41 seconds East 601.05 feet, thence leaving said outline and binding the north right-of-way line of Disney Road 60 feet wide, along a curve deflecting to the right

(3 190.29 feet, said curve having a radius of 724.39 feet

and being subtended by a chord of South 78 degrees 22 minutes 41 seconds West 189.74 feet, thence leaving the right-of-way line of Disney Road and binding the right-of-way line of Lasalle Place, 60 feet wide the following 6 courses,

(4) North 47 degrees 14 minutes 28 seconds West 33.91 feet, thence

(5) North 00 degrees 15 minutes 28 seconds East 45.17 feet, thence along a curve deflecting to the right,

(6) 196.02 feet, said curve having a radius of 1579.08 feet and being subtended by a chord of North 03 degrees 48 minutes 51 seconds East 195.89 feet, thence

(7) North 07 degrees 22 minutes 13 seconds East 107.10 feet, thence along a curve deflecting to the left

(8) 164.44 feet said curve having a radius of 245.55 feet and being subtended by a chord of North 11 degrees 48 minutes 53 seconds West 161.39 feet, thence

(9) North 31 degrees 00 minutes 00 seconds West 45.00 feet, thence leaving said right-of-way of Lasalle Place and binding the widening for Old Disney Road

(10) North 14 degrees 00 minutes 00 seconds East 35.36 feet to the point and place of beginning and containing an area of 1.243 acres of land according to a survey survey prepared by John E. Harms, Jr., and Associates, Inc., dated November, 1974 and redated December 23, 1987,

BEING and intending hereby to describe a part of that same land shown on Revised Plat One, Lake Village and recorded as Plat No. 3129 in Book 59 at Folio 4.

JOHN E. HARMS, JR. AND ASSOCIATES, INC. *Consulting Engineers - Surveyors*

PASADENA, MARYLAND

12/23/87
CM:cw
Revised 12/30/87

OUTLINE DESCRIPTION
REVISED PLAT TWO
LAKE VILLAGE

All that tract or parcel of land situate in the 4th District, of Anne Arundel County, Maryland and is further bounded an described as follows:

Parcel 2A

BEGINNING for the same at a point no. 55 on the outline of Revised Plat Two, Lake Village, recorded as plat no. 3130 in book 59 at folio 5 at its point of intersection with the north right-of-way line of Disney Road 60 feet wide, thence leaving said point no. 55 and binding the outline of said plat the following 7 courses,

(1) North 22 degrees 15 minutes 41 seconds West 601.05 feet, thence

(2) North 31 degrees 00 minutes 00 seconds West 7.27 feet, thence

(3) North 59 degrees 00 minutes 00 seconds East 106.00 feet, thence

(4) North 31 degrees 00 minutes 00 seconds West 15.00 feet, thence

(5) North 59 degrees 00 minutes 01 seconds East 15.19 feet, thence

(6) North 63 degrees 12 minutes 30 seconds East 118.31 feet, thence

(7) North 89 degrees 09 minutes 51 seconds East 592.77 feet,

thence leaving said outline and binding the west right-of-way line of Carriage Drive 60 feet wide

(8) South 14 degrees 36 minutes 22 seconds East 20.00 feet, thence leaving right-of-way line and running with the line of division between parcel 2 and parcel 3 as shown on the aforesaid plat two the following 6 courses,

(9) South 89 degrees 09 minutes 51 seconds West 53.00 feet, thence

(10) South 75 degrees 01 minutes 18 seconds West 145.10 feet, thence

(11) South 63 degrees 49 minutes 41 seconds West 198.34 feet, thence

(12) South 14 degrees 15 minutes 44 seconds West 166.60 feet, thence

(13) South 16 degrees 27 minutes 48 seconds East 72.98 feet, thence

(14) South 22 degrees 39 minutes 18 seconds East 231.59 feet, thence leaving said outline and binding the north right-of-way line of Disney Road 60 feet wide

(15) South 67 degrees 20 minutes 42 seconds West 243.08 feet, thence along a curve deflecting to the right

(16) 44.43 feet, said curve having a radius of 724.39 feet and being subtended by a chord of South 69 degrees 05 minutes 56 seconds West 44.33 feet to the point and place of beginning and containing an area of 5.397 acres of land according to a survey prepared by John E. Harms, Jr., and Associates, Inc., dated June, 1975 and redated December 23, 1987,

<u>Parcel 2B</u>

BEGINNING for the same at a point on the south right-of-way line of Disney Road 60 feet wide at point no. 56 as shown on Revised Plat Two, Lake Village, recorded as Plat No. 3130 in Book 59 at Folio 5, thence leaving said point 56 and binding the aforesaid south right-of-way line of Disney Road the following 5 courses,

(1) along a curve to the left 44.75 feet, said curve having a radius 784.39 feet and being subtended by a chord of North 68 degrees 58 minutes 46 seconds East 44.75 feet to a point, thence

(2) North 67 degrees 20 minutes 42 seconds East 284.58 feet, thence along a curve to the right,

(3) 275.02 feet, said curve having a radius of 720.70 feet and being subtended by a chord of North 78 degrees 16 minutes 38 seconds East 273.36 feet, thence

(4) North 89 degrees 12 minutes 34 seconds East 42.62 feet, thence

(5) South 45 degrees 47 minutes 26 seconds East 35.36 feet, thence binding the west right-of-way line of Carriage Drive 60 feet wide the following 3 courses

(6) South 00 degrees 47 minutes 26 seconds East 131.36 feet, thence along a curve to the left

(7) 154.09 feet, said curve having a radius of 1061.31 feet, and being subtended by a chord of South 04 degrees 56 minutes 59 seconds East 153.96 feet,

(8) South 09 degrees 06 minutes 33 seconds East 187.08 feet, thence leaving the said right-of-way line and binding the north right-of-way line of Carriage Court 60 feet wide

(9) South 35 degrees 57 minutes 49 seconds West 35.31 feet,

(10) South 81 degrees 02 minutes 13 seconds West 301.32 feet, the leaving said right-of-way line and binding the outline of the aforesaid Plat Two the following 6 courses,

(11) North 20 degrees 14 minutes 41 seconds East 78.90 feet, thence

(12) South 78 degrees 32 minutes 24 seconds West 332.87 feet, thence

(13) North 11 degrees 27 minutes 36 seconds West 80.00 feet, thence

(14) North 78 degrees 32 minutes 24 seconds East 34.00 feet, thence

(15) North 12 degrees 44 minutes 15 seconds West 200.42 feet, thence

(16) North 22 degrees 15 minutes 41 seconds West 107.29 feet to the point and place of beginning and containing an area of 6.706 acres of land according to a survey prepared by John E. Harms, Jr., and Associates, Inc., and dated June, 1975 and redated December, 23, 1987,

Parcel 3A

BEGINNING for the same at a point on the north right-of-way line of Disney Road 60 feet wide at point no. 50 as shown on Revised Plat Two, Lake Village, recorded as Plat No. 3130 in Book 59 at Folio 5 thence leaving said right-of-way line and binding the division line of Parcel 2 and Parcel 3 as shown on the aforesaid plat the following 6 courses,

(1) North 22 degrees 39 minutes 18 seconds West 231.59 feet to a point, thence

(2) North 16 degrees 27 minutes 48 seconds West 72.98 feet to

a point, thence

(3) North 14 degrees 15 minutes 44 seconds 166.60 feet to a point , thence

(4) North 63 degrees 49 minutes 41 seconds East 198.34 feet to a point, thence

(5) North 75 degrees 01 minutes 18 seconds East 145.10 feet to a point, thence

(6) North 89 degrees 09 minutes 51 seconds East 53.00 feet to a point thence leaving said line of division and binding the west right-of-way line of Carriage Drive 60 feet wide the following 4 courses

(7) South 14 degrees 36 minutes 22 seconds East 291.71 feet, thence along a curve to the right

(8) 142.04 feet, said curve having a radius of 589.06 feet and being subtended by a chord of South 07 degrees 41 minutes 54 seconds East 141.70 feet, thence

(9) South 00 degrees 47 minutes 26 seconds East 46.15 feet, thence

(10) South 44 degrees 12 minutes 34 seconds West 35.36 feet, thence leaving the right-of-way line of Carriage Drive and binding the north right-of-way line of Disney Road 60 feet wide, the following 3 courses

(11) South 89 degrees 12 minutes 34 seconds West 42.62 feet, thence along a curve to the left,

(12) 297.92 feet, said curve having a radius of 780.70 feet and being subtended by a chord of South 78 degrees 16 minutes 38 seconds West 296.12 feet, thence

(13) South 67 degrees 20 minutes 42 seconds West 41.50 feet to

the point and place of beginning and containing an area of 4.802 acres of land according to a survey prepared by John E. Harms, Jr., and Associates, Inc., dated October, 1976 and redated December 23, 1987,

Parcel 3B

BEGINNING for the same at a point on the north right-of-way line of Disney Road 60 feet wide at point No. 5 as shown on Revised Plat Two, Lake Village thence leaving said point and binding the north right-of-way line of Disney Road

(1) South 89 degrees 12 minutes 34 seconds West 415.11 feet, thence binding the east right-of-way line of Carriage Drive the following 4 courses,

(2) North 45 degrees 47 minutes 26 seconds West 35.36 feet, thence

(3 North 00 degrees 47 minutes 26 seconds West 46.15 feet, thence along a curve to the left

(4) 156.51 feet, said curve having a radius of 649.06 feet and being subtended by a chord of North 07 degrees 41 minutes 54 seconds West 156.13 feet, thence

(5) North 14 degrees 36 minutes 22 seconds West 297.00 feet, thence leaving said right-of-way line and binding the outline of said Plat

(6) North 89 degrees 09 minutes 51 seconds East 626.11 feet, thence

(7) South 09 degrees 48 minutes 00 seconds West 523.98 feet, to the point and place fo beginning and containing an area of 6.145 acres of land according to a survey prepared by John E. Harms, Jr., and Associates, Inc., dated October, 1976 and redated

December 23, 1987

Parcel 3-C

BEGINNING for the same at a point on the south right-of-way line of Disney Road 60 feet wide, being point No. 6 on Revised Plat Two, Lake Village recorded as Plat No. 3130 in Book 59 at Folio 5, thence leaving said point 6 and binding the outline of said plat the following 3 courses,

(1) South 09 degrees 48 minutes 00 seconds West 371.98 feet, thence

(2) South 09 degrees 12 minutes 59 seconds West 167.06 feet, thence

(3) South 81 degrees 02 minutes 13 seconds West 284.46 feet, thence leaving said outline and binding the east right-of-way line of Carriage Drive 60 feet wide

(4) North 09 degrees 06 minutes 33 seconds West 272.22 feet, thence along a curve to the right,

(5) 145.38 feet, said curve having a radius of 1001.31 feet and being subtended by a chord North 04 degrees 56 minutes 59 seconds West 145.25 feet, thence

(6) North 00 degrees 47 minutes 26 seconds West 131.36 feet, thence binding the south right-of-way line of Disney Road 60 feet wide

(7) North 44 degrees 12 minutes 34 seconds East 35.36 feet, thence

(8) North 89 degrees 12 minutes 34 seconds East 403.89 feet to the point and place of beginning and containing an area of 4.591 acre of land according to a survey prepared by John E. Harms, Jr., and Associates, Inc., and dated October, 1979 and redated

December, 23, 1987,

BEING and intending hereby to describe a part of that same land shown on Revised Plat Two, Lake Village and recorded as Plat No. 3130 in Book 59 at Folio 5.

Mail to Weinberg & Green

BOOK 521 PAGE 477

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor:
James A. Lowry
and
Clarel C. Lowry

Address:
1321 Forest Drive
Annapolis, Maryland 21403

RECORD FEE 14.00
POSTAGE .50
#127850 COST FOR TX 11:53
01/05/88
JA

2. Secured Party:
SECOND NATIONAL FEDERAL
SAVINGS BANK

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

3. This Financing Statement covers:

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

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

the preceding paragraph) and any and all awards made to Debtor for the taking 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, agreements and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any development of or business conducted on the property.

4. The aforesaid items covered by this Financing Statement are included as security in the Deed of Trust and Deed of Trust Promissory Note in the amount of $240,000.00 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:

James A. Lowry (SEAL)

Clarel C. Lowry (SEAL)

Dated: December 30, 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

S40838mls.fin

Exhibit A

ALL THAT PARCEL OF GROUND situate lying and being in the Second and Sixth Election Districts of Anne Arundel County and described as follows:

BEGINNING for the same at a stone here found which marks the Southwesternmost corner of that conveyance from George I. Klakring and wife to Clarence E. Wooten and wife by deed dated August 9, 1941 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 241, folio 488; thence from the point so fixed and binding on the westernmost outline of said conveyance and with magnetic declination corrected to 1952 North 0 degrees 31' 40" East 514.68 feet to a stone here found on the Southwest side of Forest Drive; thence binding on said side of said Drive South 45 degrees 01' 20" East 175 feet to an iron pipe here set; thence leaving said Drive and cutting across said property South 7 degrees 16' 50" West 76.65 feet to an iron pipe South 45 degrees 41' 40" West 35.94 feet to an iron pipe South 31 degrees 35' East 35.59 feet to an iron pipe; then South 7 degrees 16' 50" West 253.58 feet to an iron pipe here set in the Southeasternmost outline of the aforesaid conveyance; thence with said Southeasternmost outline South 84 degrees 16' 40" West, 80 feet to the place of beginning. Containing 1.07 acres, more or less, according to a survey and plat by James D. Hicks made in April 1953 and recorded in Liber J.H.H. 840, folio 169. SAVING AND EXCEPTING any property taken by the State Roads Commission as shown on SRC Plat No. 19878.

exhibita

Mail to

S-7662(B)
(of.)
Chattel
SSL

BOOK 521 PAGE 480

271175

FINANCING STATEMENT

TO: ____ Financing Records, State Department of Assessments and Taxation

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

____ Land Records, Circuit Court of Anne Arundel County, Maryland

- -

NOT SUBJECT TO RECORDATION TAX

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

- -

THIS FINANCING STATEMENT, dated as of the 24th day of December 1987, is presented for filing pursuant to the Maryland Uniform Commercial Code.

1. Debtor's name and address:

BROCKMONT LIMITED PARTNERSHIP
c/o The Rappaport Companies
Suite 210
Vienna, Virginia 22180

RECORD FEE 14.00
POSTAGE .50
#215990 CTT RO1 T11:43
01/05/88
JA

2. Secured Party's name and address:

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

3. This Financing Statement covers the following property to be utilized in or realized from the construction, use and occupancy of improvements on the land described in that certain deed of trust of even date herewith from the Debtor to Howard G. Dymond and Constance Britt, Trustees, for the benefit of the Secured Party, and to be recorded among the land records of Anne Arundel County, Maryland, simultaneously with the filing hereof:

A. all of the surveys, permits, licenses, plans and specifications, contracts for architectural, engineering and construction services, fixtures, equipment, appliances and building materials now or hereafter delivered to, installed in, affixed to, placed upon or used in connection with the land and premises described on Exhibit "A" attached hereto, including, but not limited to, the following: electrical equipment, heating, cooling, ventilating, air conditioning, lighting, incinerating and plumbing apparatus, compressors, utility meters, venetian blinds, shades, drapery and curtain rods, brackets, gas

14.50

1

and electrical equipment, fire prevention and extinguishing apparatus, plumbing fixtures, floor covering, and equipment, screens, screen doors, awnings, blinds, refrigerators, ranges and ovens, garbage disposals, dishwashers, and any and all such property which is at any time hereafter installed in, affixed to, placed upon or used in connection with the land and premises described on Exhibit "A" attached hereto, and all replacements thereof, additions thereto and substitutions therefor, except that the foregoing shall not apply to personal property owned by any tenant or customer of any tenant;

B. all of the Debtor's other personal property now or hereafter located on the premises described on Exhibit "A" attached hereto and necessary for the construction, use and occupancy thereof;

C. all awards and other payments in respect of any taking (as described in section 9 of the deed of trust) and all insurance proceeds (as described in section 11.3 of the deed of trust) in respect of any of the foregoing, together with all amounts received by the Trustees, or the Secured Party, or expended by the Trustees or the Secured Party pursuant to the deed of trust;

D. all of the Debtor's interest as landlord in all leases of the land and premises described on Exhibit "A" attached hereto and the rents and security deposits payable thereunder; and

E. all of the issues, proceeds and profits of the property described above and on Exhibit "A" attached hereto.

4. Said deed of trust secures an obligation of the Debtor to the Secured Party in the principal sum of $2,250,000, which obligation has a maturity date of December 8, 1989, unless extended in accordance with the terms of the promissory note evidencing the obligation.

5. Proceeds of the collateral are also covered.

6. The real property covered by the aforesaid deed of trust is owned by the Debtor and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

DEBTOR:

BROCKMONT LIMITED PARTNERSHIP

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

[5816E]

EXHIBIT "A"

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

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

1. South 84° 05' 46" West 400.00 feet; thence running with the easterly line of Parcel C, as shown on a plat of subdivision entitled "Brock Bridge Road Apartments" and recorded among the aforesaid Land Records in Plat Book 35 at Page No. 32

2. North 05° 54' 14" West 734.82 feet; thence running with the southerly right-of-way line of Laurel-Fort Meade Road (Maryland State Route 198), as shown on State Roads Commission Plat No. 47084

3. 400.48 feet along the arc of a curve deflecting to the right, having a radius of 5198.89 feet and having a chord bearing and distance of North 86° 36' 30" East 400.38 feet; thence running with the rear lines of Lots 1 through 11, as shown on the aforesaid plat of "Section 1, Maryland City"

4. South 05° 54'14" East 717.27 feet to the point of beginning; containing 291,447 square feet or 6.6907 acres of land more or less.

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

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

Subject To Recording Tax On Principal Amount Of $125,000.00 Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel County Upon The Filing Of A Deed Of Trust.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. **DEBTOR:**

THE DEMPSEY COMPANY, INC.
1236 Algonquin Road
Crownsville, Maryland 21037
Attention: James F. Dempsey, President

2. **SECURED PARTY:**

BALTIMORE FEDERAL FINANCIAL, F.S.A.
300 East Lombard Street
Baltimore, Maryland 21202

Attention: Commercial Real Estate Division

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:

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

01/05/88
JA

2100
/D

b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.

d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.

e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.

f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.

g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.

h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.

i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto and consisting of 1 page, being the same property described in a Deed of Trust of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property.

5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

THE DEMPSEY COMPANY, INC.,
A Maryland corporation

By: _____ (SEAL)
James F. Dempsey,
President

Date: December 30, 1987

BOOK 521 PAGE 486

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

Patrick Ash, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (DRN) 6965

EXHIBIT A

BEING KNOWN AND DESIGNATED as Lot No. 6, in the subdivision entitled "CROFTON ORCHARD", as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 107, folio 78.

BOOK 521 PAGE 488 271177

To Be Recorded In The Land Records And In The Chattel Records Of Anne Arundel County And In The Financing Statement Records Of The State Department Of Assessments And Taxation.

Subject To Recording Tax On Principal Amount Of $2,000,000.00 Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel County Upon The Filing Of A Deed Of Trust.

RECORD FEE 23.00
POSTAGE .50
#0160 0237 R01 T12:12
01/05/88

FINANCING STATEMENT
(Maryland-U.C.C.-1)

1. DEBTOR:

MARTIN-PASADENA LIMITED PARTNERSHIP
c/o Foundos & Associates, Inc.
Suite 300
2448 Holly Avenue
Annapolis, Maryland 21401

2. SECURED PARTY:

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
2 Hopkins Plaza
Baltimore, Maryland 21201

Attention: Paul A. Stuart,
Vice President

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:

a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof (exclusive of any inventory held for sale or resale by the Debtor), now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property (hereafter, the "Real Property"), including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators,

23.00

stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

b. All building and construction materials and supplies of every kind, nature and description owned by the Debtor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property or any leasing of space in the Real Property.

d. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), whether or not extracted from the Real Property.

e. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtor thereunder or under any law.

f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.

g. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any such lease.

h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any contract of sale.

i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the Real Property. Exhibit A attached hereto consists of one (1) page.

5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

BOOK 521 PAGE 491

DEBTOR:

MARTIN-PASADENA LIMITED
PARTNERSHIP,
A Maryland Limited Partnership

By: _____ (SEAL)
Michael G. Foundos,
General Partner

Date: January __, 1988

By: _____ (SEAL)
C. William Martin,
General Partner

Date: January __, 1988

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

Patrick Ash, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (DRN) 6816

EXHIBIT A

BEGINNING FOR THE SAME at a point on the South side of Mountain Road (Md. Route 177), as laid out 40 feet wide, where the said South side is intersected by the East side of Disney Avenue, as laid out 30 feet wide; thence running with the said South side of Mountain Road South 62 degrees, 15 minutes, 00 seconds East 388.31 feet and South 60 degrees, 40 minutes, 00 seconds East 105.00 feet; thence leaving said Road South 20 degrees, 48 minutes, 00 seconds West 298.96 feet; thence North 62 degrees, 15 minutes, 00 seconds West 529.98 feet to the East side of the aforesaid Disney Avenue; thence running with said Avenue North 24 degrees, 59 minutes, 00 seconds East 300.01 feet to the place of beginning.

BEING ALSO KNOWN AND DESIGNATED AS Lot No. 1 as shown on an Approved Minor Subdivision Plat entitled "Mountain Road Flea Market", which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 105, page 1 (Plat No. 5426).

BOOK 521 PAGE 493

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

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

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement Identifying File No. 234082 recorded in Liber 428 Folio 530 on 8/26/80 (Date) at Circuit Court for Anne Arundel County (Location)

1. DEBTOR(S): Anne Arundel County Farmers Cooperative Association, Inc.

ADDRESS(ES): 313 Crain Highway

Glen Burnie, Maryland 21061

2. SECURED PARTY: MARYLAND NATIONAL BANK, ATTENTION: Lisa Edwards

ADDRESS: MAILSTOP 500-501 ; Post Office Box 987, Baltimore, Maryland 21203

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

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

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.

4. ☐ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. X 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. Change of Address:
155 Dorsey Road
Glen Burnie, Maryland 21061

RECORD FEE 10.00
POSTAGE .50
#127590 C237 R02 T12:52
01/05/89

DEBTOR(S): Anne Arundel County Farmers Cooperative Association, Inc.
(Signature necessary only if Item 6 is applicable)

BY: X Melvin Upton (SEAL)
Melvin Upton, President

BY: X Basil Smith (SEAL)
Basil Smith, Treasurer

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: Jane C. Phillips (SEAL)
Jane C. Phillips
Assistant Vice President
(Type Name and Title)

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

207-126 REV 4 86

SS002401.FIS
1840

BOOK 521 PAGE 494

271178

RECORD FEE 13.00
POSTAGE .50
#1271840 0237 ROZ T13:39
01/05/88
JA

FINANCING STATEMENT

1. Name of Debtor: TARGET PROPERTIES
Address: 10 Church Lane
Baltimore, Maryland 21208

2. Name of Secured Party: SHARON SAVINGS BANK, FSB
Address: 4 East Franklin 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, or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated December 18, 1987 from Debtor to Jack Kohlway and Steven Hurwitz, 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.

(d) Proceeds and products of all collateral are covered.

4. Recordation tax on the principal sum of $3,800,000 has been paid to the Clerk of the Circuit Court of Anne Arundel County upon recording of the Deed of Trust.

Debtor:

TARGET PROPERTIES

By _____

Partner

Secured Party:

SHARON SAVINGS BANK, FSB

By _____
~~Steven Hurwitz~~ John M Kohlway
Vice President

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: Jeffrey H. Seibert, Esquire

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF BALTIMORE COUNTY

2. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY

3. WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

BEING known and designated as Lots number Two "A" (2A), Two "B" (2B) and Two "C" (2C) in a sub-division known as MINOR SUBDIVISION PLAT RESUB-DIVISION OF LOT 2 SEVERN SQUARE SHOPPING CENTER" as per plat thereof duly recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 105, at plat 3.

The improvements on 2B being known as 2618-2620 Annapolis Road. The improvements on lot 2C shall be known as 2610 Annapolis Road and on lot 2A shall be known as 2622 Annapolis Road.

BEING the same lots of ground and premises which by Deeds from BTR Odenton Properties, Inc. was granted and conveyed to Target Properties, a Maryland partnership as recorded or intended to be recorded among the Land Records of Anne Arundel County, viz:

a) Lot 2B dated December 18, 1986 recorded as aforesaid in Liber H.E.S. No. 4260, folio 676.

b) Lots 2A and 2C dated evenly herewith and recorded or intended to be recorded prior hereto.

BOOK 521 PAGE 497

271179

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-Financial Leasing Corp.

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 11/17/87, Schedule # 01, dated 11/30/87 between Assignor as Lessor and LEASE ACCOUNT # 711178 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 December 29, 1987 between Assignor and Assignee:

See attached equipment list

RECORD FEE 11.00
POSTAGE .50
#21850 CTT R01 I15:01
01/05/88

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Sarro III

(Signature of Debtor)

Frank J. Sarro, III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

11:50

90001352

BOOK 521 PAGE 498

Schedule 01

EQUIPMENT LIST

1 (one)	Cumberland Racetrack Oval table 120 x 48 x 29 with Marble Roso top
8 (eight)	Cartwright Side chair with Arc Com Ambria Wool #AC61673 fabric
1 (one)	Metropolitan Bodega Group with Design Tex Wool Collage #2025
2 (two)	Metropolitan Bodega Group chair with Design Tex Wool Trewis fabric Midnight
2 (two)	Cumberland Circo side table with Fiora and peche marble
11 (eleven)	Yards Design Tex Fabric: Wool Collage #2025 601 Flower Pot
1 (one)	CPQ: Deskpro 286 M-20 (12 MHZ)
1 (one)	Compaq Amber
1 (one)	Compaq Video Display Controller BD
1 (one)	H. P. Laserjet Series II
1 (one)	Word Perfect 4.2 (IBM) (5.25")
1 (one)	HP Laserjet Font "B" TMS Proportio
1 (one)	Compaq Dos 3.2
1 (one)	Facsimile Transceiver 14612542

TransFinancial Leasing Corp.

BY: Frank J. Sarro III

Title: Frank J. Sarro, III President

Irvington Federal Savings & Loan Association

BY: William J. Ottey, Exec V.P.

Title: William J. Ottey, Exec. V.P.

BOOK 521 PAGE 499

271180

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-Financial Leasing Corp.

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 12/16/87, Schedule # 01, dated 12/21/87 between Assignor as Lessor and LEASE ACCOUNT # 121786 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 December 29, 1987 between Assignor and Assignee:

1 (one) Toyota Model 25DK8 Skid Steer Loader 12 cubic foot bucket with teeth - S/N 11066 and Backhoe (Model 9MD2) w/12" x 2[illegible] Backhoe bucket - S/N BBM80023

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (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
[illegible] 0777 R01 T15:01
01/05/88
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)

Trans Financial Leasing Corp.

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro, III, President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

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

Filed with Anne Arundel County

11:58

90001355

BOOK 521 PAGE 500

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271181

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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-Financial Leasing Corp.

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 10/29/87, Schedule # 04, dated 12/18/87 between Assignor as Lessor and LEASE ACCOUNT # 720178 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 December 29, 1987 between Assignor and Assignee:

1 (one) Phase IV Installation of Novell Network and Easy Business Accounting, 4 Network Users' General Ledger, Accounts Payable, Easy Plus Windowing, Payroll, Easy Filer and Reporter

2 (two) IBM Printer Cables

CHECK ☒ THE LINES WHICH APPLY

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

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

RECORD FEE 11.00
POSTAGE .50
#0118#30 C777 R01 T15:00
01/05/88
JA

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Sarro, III

(Signature of Debtor)

Frank J. Sarro, III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

11.50

90001354

BOOK 521 PAGE 501

FINANCING STATEMENT FORM UCC-1

271102

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-Financial Leasing Corp.

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 10/29/87, Schedule # 03, dated 12/18/87 between Assignor as Lessor and LEASE ACCOUNT # 720178 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 December 29, 1987 between Assignor and Assignee:

4 (four)	PCA's - Pumps
2 (two)	CADD 1's Pumps

RECORD FEE 11.00
POSTAGE .50
#21820 CTT1 R01 T15:00
01/05/88
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)

Trans Financial Leasing Corp.

Frank J. Sarro

(Signature of Debtor)

Frank J. Sarro, III, President

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 VP

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

11.80
50

9000 1353

BOOK 521 PAGE 502

271183

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-Financial Leasing Corp.

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.

RECORD FEE 11.00
POSTAGE .50
#21910 C777 R01 T15:00
01/05/88
JA

3. Maturity date of obligation (if any)_____

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

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 10/29/87, Schedule # 02, dated 12/18/87 between Assignor as Lessor and LEASE ACCOUNT # 720178 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 December 29, 1987 between Assignor and Assignee:

See attached equipment list

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Sarro

(Signature of Debtor)

Frank J. Sarro, III, President

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 EVP

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

11.50

90001352

BOOK 521 PAGE 503

EQUIPMENT LIST

QUANTITY	DESCRIPTION
9 (nine)	CADD 1 #5100 HS High Flow Pumps S/N A02618, A02646, A02663, 104604, 104605, 104603, 104606, 103870, 103899
20 (twenty)	Model 580 Starflow Ivan Pumps S/N's 11863, 11769, 11485, 11546, 11759, 11498, 11494, 11655, 11697, 11102, 11006, 11834, 11846, 11195, 11202, 11027, 11203, 10478, 11209, 11105

TransFinancial Leasing Corp.

BY: Frank [illegible]

TITLE: President

Irvington Federal Savings & Loan Association

BY: [illegible]

TITLE: Ex V.P.

BOOK 521 PAGE 514

271184

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-Financial Leasing Corp.

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.

RECORD FEE 11.00
POSTAGE .50
#21800 CTT 001 T15:00
01/05/88
JA

3. Maturity date of obligation (if any)_____

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

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 11/9/87, Schedule # 04, dated 12/18/87 between Assignor as Lessor and LEASE ACCOUNT # 901178 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 December 28, 1987 between Assignor and Assignee:

See attached equipment list

CHECK ☒ THE LINES WHICH APPLY

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

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

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

_____
(Signature of Debtor)

Frank J. Sarro, III, President
Type or Print Above Signature on Above Line

_____
(Signature of Debtor)

_____
Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

_____
(Signature of Secured Party)

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

Filed with County of Anne Arundel

11.00
.50

9000130

BOOK 521 PAGE 505

EQUIPMENT LIST

QUANTITY	DESCRIPTION
10 (ten)	#408-086-801 Sage Oxygen Concentrators
3 (three)	Grandeair II - G-082K87, G-083K87, G-084K87
2 (two)	Stationair II - S-031J87, S-032J87
4 (four)	Pulsair I - P1-020K87, P1-021K87, P1-023K87, P1-022K87
1 (one)	Pulsair II - P2-041K87

TransFinancial Leasing Corp.

BY: Frank Lenow II

TITLE: President

Irvington Federal Savings & Loan Association

BY: [illegible]

TITLE: Ex V.P.

STATE OF MARYLAND

BOOK 521 PAGE 506

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271188

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Peter J. Hoppa

Address 1185 Claire Drive - Crownsville, Md. 21032

2. SECURED PARTY

Name Suit & Wells Equipment Co., Inc.

Address 6300 Crain hIghway - Upper Marlboro, Md. 20772

J.I. Case Credit Corp.-5790 Widewaters Parkway - Syracuse, New YOrk 13213

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

3. Maturity date of obligation (if any) _____

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

(1) New Case MODel
580K 4Wheel Tractor Ldr./Hoe
Serial 17426556

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#217250 CTT R01 T09:16
01/06/88
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)

Peter J. Hoppa
(Signature of Debtor)

Peter J. Hoppa
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

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

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

(Signature of Secured Party)

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

11 50

FINANCING STATEMENT BOOK 521 PAGE 507

271109

This Financing Statement, made this 17 day of NOVEMBER, 1987, is presented to a filing officer for filing, pursuant to the Uniform Commercial Code.

1. DEBTORS:

NAME:EASTAR INC., EDWARD TSANG, ALEX YEUNG and SONNY HO

ADDRESS: CAFE ORIENT-Marley Station Mall, Space E-130
7900 Governor Ritchie Highway
Glen Burnie, Maryland 21061

RECORD FEE 14.00
POSTAGE .50
#271190 CTT7 R01 T09:10
01/06/88
JA

2. SECURED PARTY:

NAME: FOOD SERVICE DISTRIBUTING COMPANY LTD.

ADDRESS: 1100 Wilso Drive
Baltimore, Maryland 21223

3. PERSON TO WHOM STATEMENT IS TO BE RETURNED IF DIFFERENT FROM ABOVE:

NAME: HARRY S. SHAPIRO, ESQUIRE

ADDRESS: 400 W. Pennsylvania Avenue
Towson, Maryland 21204

4. THIS FINANCING STATEMENT COVERS PRESENT, AND AFTER ACQUIRED, FURNITURE, FIXTURES, EQUIPMENT, GOODS, ACCOUNTS RECEIVABLE, CHOSES IN ACTION, THE PROCEEDS THEREOF, AND THE ITEMS SPECIFIED IN THE ATTACHED EXHIBIT.

EASTAR, INC.

By: _____ (SEAL)

_____ (SEAL)
EDWARD TSANG

_____ (SEAL)
SONNY HO

FOOD SERVICE DISTRIBUTING

By: _____ (SEAL)

_____ (SEAL)
ALEX YEUNG

14.00
.50

271190

BOOK 521 PAGE 508

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)
Vanguard Computer Systems, Inc. d/b/a Towson Computer 7400 Ritchie Hwy. Glen Burnie, MD 21061	General Electric Credit Corporation P.O. Box 9013 Pleasanton, Ca. 94566	RECORD FEE 12.00 POSTAGE .50 #017140 C777 R01 T09:06 01/06/88

4. This financing statement covers the following types (or items) of property: all inventory, new and used, presently owned and hereafter acquired, together with all proceeds of the sale or other disposition thereof, and all equipment, present and future, used or intended for use in conjunction therewith; and all accounts, contract rights, accounts receivable and general intangibles presently existing and hereafter arising, and all chattel paper covering the property above described together with any such property returned to or repossessed by the Debtor, wherever located.

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 [X] if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.
- ☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check [X] if covered: [X] Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Clerk of Circuit Court-Anne Arundel County

Vanguard Computer Systems, Inc. d/b/a Towson Computer

By: _____
Signature(s) of Debtor(s)

General Electric Credit Corporation

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

[illegible] Copy – Alphabetical

STANDARD FORM - FORM UCC-1.

(1)

BOOK 521 PAGE 509

UNIFORM COMMERCIAL CODE - STATEMENT OF CHANGE

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 statement of change, dated effectively August 28, 1987 is presented to a filing officer for filing pursuant to the Maryland Uniform Commercial Code.

1. DEBTOR: Name: J. B. Aviation, Inc.
   Address: 10 West Adams Street
   Jacksonville, Florida 32202

2. SECURED PARTY: Name: Citibank, N.A.
   Address: c/o John Gutheil, Esquire; Parker Chapin Flahau & Kimpl, New York, New York 10036

3. This statement refers to the original Financing Statement recorded in O. R. Book 477, page 493, financing records of Anne Arundel County, Maryland on September 14, 1984 (the "Financing Statement").

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

DASSAULT-BREGUET Falcon 10 Aircraft, Airframe Serial No. 71, Federal Aviation Administration Registration No. N299JB. Engines: Garrett Model TFE 731-2-1C, Serial Nos. P73260 and P73262. Future lease and charter proceeds, if any, with respect to the Aircraft. All property, assets and appliances attached to, carried on or used in connection with said aircraft (including avionics).

5. All of Secured Party's rights under the Financing Statement have been assigned to

J. Steven Wilson
10 West Adams Street
Jacksonville, Florida 32231

RECORD FEE 10.00
POSTAGE .50
#C12560 CTTT R01 T10:16
01/06/88
JA

Debtor

J. B. AVIATION, INC.

BY: Stuart B. Evans
Name: Stuart B. Evans
Title: Vice President

Secured Party

CITIBANK, N.A.

BY:
Name:
Title: Vice President

Upon filing, return to:

#3974h
09/29/87

Edgel C. Lester, Jr.
Reed & Black, P.A.
Post Office Box 438
Tampa, Florida 33601-0438

10.50

(2)

BOOK 521 PAGE 510

UNIFORM COMMERCIAL CODE - STATEMENT OF CHANGE

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 statement of change, dated effectively August 28, 1987, is presented to a filing officer for filing pursuant to the Maryland Uniform Commercial Code.

1. DEBTOR: Name: J. B. Aviation, Inc.
Address: 10 West Adams Street
Jacksonville, Florida 32202

SECURED PARTY: Name: J. Steven Wilson
Address: 10 West Adams Street
Jacksonville, Florida 32202

3. This statement refers to the original Financing Statement recorded in Financing Book 477, page 493, financing records of Anne Arundel County, Maryland on September 14, 1984 (the "Financing Statement").

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

DASSAULT-BREGUET Falcon 10 Aircraft, Airframe Serial No. 71, Federal Aviation Administration Registration No. N299JB. Engines: Garrett Model TFE 731-2-1C, Serial Nos. P73260 and P73262. Future lease and charter proceeds, if any, with respect to the Aircraft. All property, assets and appliances attached to, carried on or used in connection with said aircraft (including avionics).

5. All of Secured Party's rights under the Financing Statement have been assigned to

Citibank, N.A.
153 East 53rd Street
New York, New York 10043

RECORD FEE 10.00
POSTAGE .50
#C17580 C777 R01 T10:16
01/06/88
JA

Debtor

J. B. AVIATION, INC.

BY: Stuart B. Evans
Name: STUART B. EVANS
Title: VICE PRESIDENT

Secured Party

J. Steven Wilson

J. STEVEN WILSON

Upon filing, return to:

#3977h
09/29/87

Edgel C. Lester, Jr.
Reed & Black, P.A.
Post Office Box 438
Tampa, Florida 33601-0438

10.50

BOOK 521 PAGE 511

271193

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)
RAY MICHAEL KING
LOT 133, LYONS CREEK MHP
LOTHIAN, MD. 20711

KIMBERLY C. KING

2 Secured Party(ies) Name(s) and Address(es)
JOYE REAL ESTATE
6500 OLD BRANCH AVE.
TEMPLE HILLS, MD. 20784

4 For Filing Officer Date Time No. Filing Office

RECORD FEE 12.00
POSTAGE .50
ATTACH EXTRA COPY FOR ID

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

1973
70 X 12 FLAMINGO 2203624 Rooms

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.

X ☐ Products of the Collateral are also covered

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 timber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate in Item 8)

8 Describe Real Estate Here

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

9 Name of a Record Owner

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)

RAY MICHAEL KING × Ray Michael King
KIMBERLY C. KING × Kimberly C King
By
Signature(s) of Debtor(s)

Crescent Financial, Inc.
By Linda Taggart
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

175 (1) Filing Officer Copy - Numerical

(3/83) STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

A-1-E

FINANCING STATEMENT

☐ Not subject to recordation tax
☒ Subject to recordation tax on principal amount of $8,000.00

271104

1. Name of Debtor(s):
Address: NB Engineering , Inc
2124 Priest Bridge Drive, Suite 15
Crofton, Maryland 21114

BOOK 521 PAGE 512

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

RECORD FEE 11.00
RECORD TAX 56.00
POSTAGE .50
#0175:0 CTT R01 T10:12
01/05/89
JH

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

HP 4955A Protocol Analyzer
S/N 2339A00455

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): NB Engineering, Inc.
Robert G. Barge
.....
Ralph La Barge, President
.....
.....

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: Barbara Newell
Branch Officer 038
(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)

1305

045-580/3 Rev. 5/86

Anne Arundel County

BOOK 521 PAGE 513

271135

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 $ 5,000.00

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

1. The name(s) and address(es) of the Debtor(s) is(are)

Name of Debtor	Address
Green Earth Landscaping Co	325 Ellerton So. Laurel, MD 20707

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 '87 Bibtek 6½X12 flat bed single axle trailer VIN 16VAN1214H1B14730; One Mower model #BCZM36-11b S/N014765 with blower Model EB45 S/N6017281 and Model F21 Trimmer S/N6007921; One Homelite 240 Chain Saw s/n H12120449 complete with all present and future attachments, accessories, repairs, replacement parts and the proceeds 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.
.....Products)

RECORD FEE 11.00
RECORD TAX 35.00
POSTAGE .50
M21T490 C717 R01 T10:11
01/06/88
JA

Debtor	Secured Party (Assignee)
Green Earth Landscaping Co	THE CITIZENS NATIONAL BANK
By: X Michael J. Lhotsky Michael J. Lhotsky, President	By: X Patrick G. Nolan Patrick G. Nolan Commercial Loan Officer
By: X Mary Sue Lhotsky Mary Sue Lhotsky, Vice President/Secretary	Type or print all names and titles under signatures.

11
35 50

Anne Arundel County

BOOK 521 PAGE 514

271106

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)	2. SECURED PARTY and Address
F. Scott Jay & Company, Inc. P. O. Box 482 214 Najoles Dr. Millersville, Maryland 21108	SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Mary Stafford, T0609
	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, subsitutions and replacements), used in or related to the conduct of Wholesale 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:

Catepillar Forklift model #V80E

☐ 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 not exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: $ 23,000

RECORD FEE 11.00
RECORD TAX 161.00
POSTAGE .50
M21T480 0777 R01 T10:10
01/06/88

DEBTOR:

F. Scott Jay & Company, Inc.
(Type Name)

By: F. Scott Jay

By: F. Scott Jay, President

SECURED PARTY:
SIGNET BANK/MARYLAND

By: Stephen G. Evseeff, VP

Stephen G. Evseeff, VP
(Type Name)

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. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

0012-1671-0886/4

11 161.50

BOOK 521 PAGE 515

Debtor or Assignor Form

FINANCING STATEMENT

☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax; Principal Amount is $ 60,000.00

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

Name of Debtor

FERGUSON TRENCHING CO.,INC.

Address

123 REVELL HWY
ANNAPOLIS, MD 21401

SECURED PARTY

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

Attach separate list if necessary

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

MICHIGAN MODEL L-70 WHEEL LOADER WITH 1.75 CUBIC YARD BUCKET

RECORD FEE 11.00
RECORD TAX 420.00
POSTAGE .50
#0017380-5717 R01 T09:59
01/06/88

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 ☐ 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)

FERGUSON TRENCHING CO INC
V. Stuart Long V.P

Secured Party (or Assignee)

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

11 420.50

MARYLAND NATIONAL BANK

BOOK 521 PAGE 516

FINANCING STATEMENT

271193

1. ☐ To Be Recorded in the Land Records of _____

2. ☒ To Be Recorded among the Financing Statement Records of Anne Arundel County

3. ☐ Not subject to Recordation Tax

4. ☒ Recordation Tax has been paid on the principal amount of $ 320,000 in connection with the filing of the Deed of Trust described below in the Land Records of Baltimore City ~~County~~, Maryland

5. Debtor(s) Name(s)

Robert G. Pruitt
Cheryl H. Pruitt

Address(es)

530 Point Field Drive
Millersville, Maryland 21108

RECORD FEE 12.00
POSTAGE .50

6. Secured Party

MARYLAND NATIONAL BANK
Attention Elizabeth A. Doetzer
Mailstop 02-05-01

Address Real Estate and Mortgage Division
10 Light Street
Fifth Floor
Baltimore, Maryland 21202

#017820 CTT7 R01 T11:19
01/06/89

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

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated December 14, 19 87 from Debtor(s) to Joseph A. Hilseberg and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Baltimore City ~~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).

Robert G. Pruitt (SEAL)

Cheryl H. Pruitt (SEAL)

Secured Party
MARYLAND NATIONAL BANK

By Elizabeth A. Doetzer (SEAL)

Mortgage Loan Representative
Type name and title

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

853-8 ED 1-85

12.50

PROPERTY DESCRIPTION **Exhibit A**

ALL that parcel or parcels of real property located in the ~~County~~ City of Baltimore (_____ Election District), State of Maryland, and more particularly described as follows:

BOOK 521 PAGE 517

All that lot of ground situate in Baltimore City, State of Maryland, and described as follows:

BEGINNING for the same on the Southwest side of Worcester Street at the distance of 4.89 feet northwesterly from the corner formed by the intersection of said Southwest side of Worcester Street with the West side of Scott Street, and running thence binding on the Southwest side of Worcester Street North 45 degrees 24 minutes West 89.11 feet to the center of a 13 inch partition wall there situate; thence South 89 degrees 19 minutes West binding along the center line of said partition wall to the end thereof; and continuing the same direction, in all, 71.68 feet; thence South 30 degrees 8 minutes East 0.37 feet to the end of the first line of the parcel of land described in a Deed from Purex Products, Inc., etc., to Harry B. Gorfine and Julius Novey, Successor Trustee, dated January 18, 1949, and recorded among the Land Records of Baltimore City in MLP Liber 7884, folio 388, etc.; thence southwesterly, binding along the line secondly described in said Deed, and in the center of a partition wall, as constructed, 168.92 feet, to the end thereof; thence reversing the direction of the line thirdly described in said Deed, North 87 degrees 31 minutes West 0.83 of a foot to the Northwest side of a concrete block building there situate; thence South 88 degrees 49 minutes West, binding along the Northwest side of said building, to the end thereof, and continuing the same direction, in all, 12.75 feet to intersect the line fifthly described in said Deed; thence binding reversely along a portion of said fifth line, South 45 degrees 23 minutes East 11.36 feet to the end of the seventh line of the whole parcel of land described in a Deed from The Title Holding Company to Louis Fine, dated May 17, 1937, and recorded among said Land Records in SCL Liber 5723, folio 266, etc.; thence binding reversely along the seventh, sixth and fifth lines thereof, the three following courses and distances, namely: South 45 degrees 24 minutes East 39 feet; southeasterly 26 feet and North 59 degrees 4 minutes East 6.72 feet to the end of the eleventh line of the parcel of land firstly described in a Deed from Julius Novey, etc., to Louis Fine, etc., dated November 1, 1936, and recorded among said Land Records in MLP Liber 5879, folio 24, etc.; thence binding reversely along a portion of said line, South 45 degrees 24 minutes East 21.47 feet; thence for new lines of division now created, and binding along a portion of the southeasternmost wall of a brick building, North 55 degrees 7 minutes East 10.73 feet to the end of the thirteenth line described in said Deed from Novey to Fine; thence binding along the fourteenth, fifteenth and sixteenth lines described therein, the three following courses and distances, namely: North 59 degrees 28 minutes East 40 feet; North 57 degrees 7 minutes East 80.60 feet; and South 45 degrees East 1.06 feet; thence binding on a portion of the seventeenth line described in the Deed last above referred to, North 44 degrees 32 minutes East 1.77 feet to intersect the center of a recently erected partition wall between the improvements on the property now being described and the improvements on the property thereto adjoining on the Southeast; thence binding along the center line of said recently erected partition wall, North 57 degrees 37 minutes East 22.38 feet to the end of said wall, and also to the center line and southwesternmost end of a concrete coping recently erected between the driveways serving the respective properties hereinbefore referred to; thence binding along the center line of said concrete coping, North 57 degrees 51 minutes East 37.40 feet to the end thereof, and thence for new line of division now created to separate the aforesaid driveways, North 55 degrees 36 minutes East 57.84 feet to the place of beginning.
The improvements thereon being known as No. 1822 Worcester Street.

Anne Arundel County
A/C# C-02-05008-6

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STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271109

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

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

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

Recordation Tax paid to Anne Arundel County in the amount of $203.00.

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

1. DEBTOR

Name Latney, Thomas M.

Address 30 Fox Run Way Arnold, Maryland 21012

2. SECURED PARTY

Name Credit Alliance Corporation

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

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

3. Maturity date of obligation (if any) _____

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

"All 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 203.00
POSTAGE .50
#217950 CTT R01 T11:46
01/06/88
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)

17.00
203.00

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Thomas M. Latney

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)

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

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

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

BOOK 521 PAGE 519

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 24th day of December, 1987 by and between Thomas M. Latney, having his principal place of business at 30 Fox Run Way Arnold, MD 21012

"Mortgagor" and Credit Alliance Corporation "Mortgagee"

WITNESSETH:

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels, and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture fixtures and 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 essense 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, and 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, indebtness, charges, and expenses heretofore or hereafter chargable 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 the Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 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 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 the liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortaged 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 the 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 the 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 the 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 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 the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless, from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq. 530 Fifth Avenue, New York, New York and C-A Credit Corp, New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect of 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 it's address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City banks' prime money rate in effect on the date of the Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing and 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 fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy, or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of the Mortgagee containing entries with respect to the Mortgage Obligations shall be admissable 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, alternatively or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

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

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interst 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 effecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST: ______________________ Secretary

Thomas M. Latney (Seal)
Mortgagor
By Thomas M. Latney (Title)

. . . . .

STATE OF Maryland
COUNTY OF Anne Arundel SS

Thomas M. Latney being duly sworn, deposes and says:

1. He is the ______ of ______ (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 herein), and Mortgagor has full lawful authority to mortgage the same.

3. Mortgagor is solvent and justly indebted to Credit Alliance Corporation (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets, or defenses against the same.

4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.

5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this ______ day of ______ 19 ______

Thomas M. Latney

____
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 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 named as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses purposes and consideration therein mentioned.

(For Corporation)
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the ______________________ of ______________________ who being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do executed said foregoing instrument that he was duly authorized to execute said instrument for and in the name of said corporation and make this ackowledgment, 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 in 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 PUBLIC

(NOTOTORIAL SEAL)

SCHEDULE "A" BOOK 521 PAGE 521

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated December 24, 19 87 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Peterbilt Tractor	1983 359	1XP9D29X1DN157616

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:

Thomas M. Latney

By: Thomas M. Latney

BOOK 521 PAGE 522

271200

☐ IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**

ADDRESS: 2418 ANNAPOLIS RD. P.O. BOX [illegible]

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
ANDREW O. MENTUS		12-22-87
LYONS CREEK MOBILE ESTATES LOT 190		ACCOUNT NO. / TAB
LOTHIAN MD	20920	1350872 / 533

Filed with: ANNE ARUNDEL COUNTY

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
#217960 CTTT R01 T11:47
01/06/88

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 $ 2294.00.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY Susan Mathews
TITLE

Andrew O. Mentus
ANDREW O. MENTUS DEBTOR

DEBTOR

ORIGINAL — FILING OFFICER COPY

19-1209 (REV. 11-80)

11 80
17.50
-50

271201

To Be Recorded In The Land Records And In The Chattel Records Of Anne Arundel County, In The Chattel Records Of Prince George's County, And In The Financing Statement Records Of The State Department Of Assessments And Taxation.

Subject To Recording Tax On Principal Amount Of $535,000.00 Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel County Upon The Filing Of A Deed Of Trust.

RECORD FEE 22.00
POSTAGE .50
#215250 CTT ROI T14:45
01/05/89
JA

FINANCING STATEMENT
(Maryland-U.C.C.-1)

1. **DEBTOR:**

HARVEY BLONDER
c/o HB Properties Management Co.
9410 Lanham Road, Suite 200
Lanham, Maryland 20706

and

325 Cafe ST. JOHN RD.
Hyattsville, MD 21401

2. **SECURED PARTY:**

BALTIMORE FEDERAL FINANCIAL, F.S.A.
300 East Lombard Street
Baltimore, Maryland 21202
Attention: Commercial Lending Division

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following property now or hereafter owned by the Debtor:

a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof (exclusive of any inventory held for sale or resale by the Debtor), now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property (hereafter, the "Real Property"), including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and

2

equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

b. All building and construction materials and supplies of every kind, nature and description owned by the Debtor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property or any leasing of space in the Real Property.

d. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), whether or not extracted from the Real Property.

e. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the

release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtor thereunder or under any law.

f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.

g. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any such lease.

h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any contract of sale.

i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the Real Property. Exhibit A attached hereto consists of one page.

5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

BOOK 521 PAGE 526

DEBTOR:

HARVEY BLONDER (SEAL)

Date: November 30, 1987

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

Patrick Ash
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (DRN) 6828

6828.FS

EXHIBIT A

BEGINNING FOR THE SAME at an X cut in the concrete sidewalk located on the north side of Main Street and at the southeast corner of the conveyance from Robert W. Douglas and Harvey Blonder to Harvey Blonder by Deed dated May, 1977, recorded among the Land Records of Anne Arundel County in Liber No. 2965, folio 733; thence running along the north side of main Street as now established and with the outlines of the above conveyance as now found and with bearings referred to the Annapolis Gride North, north 84° 06' west 39.42 feet to another X cut in the concrete sidewalk; thence leaving Main Street and running along the east side of a three foot, more or less, alley, and also running along the west wall of the building known as 114 Main Street, north 7° 11' east 86.97 feet; thence crossing the north end of said alley and still continuing with the outlines of the above conveyance and along the south wall of the building located on the herein described property north 77° 08; 50" west 60.10 feet; thence along the west wall of said building north 24° 25' 30" east 41.81 feet; thence along the north wall of said building and along the south side of an existing alley leading to Cornhill Street south 64° 01' east 94.07 feet; thence leaving said alley and running with the west wall of the building known as 110 Main Street, south 12° 00' west 29.68 feet to a bend in the west wall of said building; thence continuing with the west wall of said bulding and the east side of a three foot, more or less, alley, south 6° 58' west 72.07 feet to the place of beginning. The improvments thereon being known as NOs. 112-114 Main Street.

BOOK 521 PAGE 528

2712202

4 ☐ Filed for record in the real estate records	5 ☐ Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented
1 ~~XXXXX~~ (Last Name First) and address(es) Lessee The Analytic Sciences Corp. 1190 Winterson Rd. Lithincum, MD 21090	2 ~~XXXXXXXXX~~ and address(es) Lessor Financial ARchitects, Inc. 266 Main St., Bldg. 2 Medfield, MA 02052	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 #213270 CTT RD1 T14:52 01/06/89

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

All Arbee Associates furniture leased by Lessee, The Analytic Sciences Corp., from Lessor, Financial Architects, Inc., under Schedule 48 to Equipment Lease Agreement No. 09-TAS1-84 together with all accessions thereto now owned or hereafter acquired. This statement is filed for the purpose of giving notice of such Lease and filed without prejudice to the rights, obligations and interests of the Parties to the Lease as LEssee and Lessor.

See Schedule A attached for Equipment Description.
Equipment Location: TASC, 1190 Winterson Rd., Lithincum, MD 21090
Assignee of Lessor: Shawmut Bank of Boston, N.A., One Federal St., Boston, MA 02211

☐ Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	THE ANALYTIC SCIENCES CORP.	FINANCIAL ARCHITECTS, INC.
	Signature(s) of ~~Debtor (Or Assignor)~~ Lessee	Signature(s) of ~~Secured Party (Or Assignee)~~ Lesso:

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1 Rev. Jan. 1980 *Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101*

SCHEDULE A
EQUIPMENT DESCRIPTION
SCHEDULE 48

BOOK 521 PAGE 529

All Arbee Associates furniture and accessories including the following:

DESCRIPTION	QUANTITY
DL-1 United TASK Ergonomic Chair X11 Black	8
C-232 United Side Chairs Beige #202, Fabric Back and Seat	24
32021 Steelcase Double Pedestal Desk, w/locking center drawer, #2762 Walnut top, #835 Black Apron, #9201 Polished Chrome Trim	12
#430-312 Steelcase Chair, #5197 Dani Grey Value #4 Arm and Base with Carpet Casters	12
#32024 Steelcase worktable w/drawer, 60"x30" #2762 Walnut Top, #835 Black Apron, #9201 polished chrome time	8
#1705-LHF Steelcase 4-drawer vertical file, #835 Black	8
#07812-010-000 Burroughs Bookcase 78"Hx36"Wx12"D Black	8
#c-232 United Side Chair, Black CH80 Vinyl	8

Equipment Location:

The Analytic Sciences Corp.
1190 Winterson Road
Lithincum, MD 21090

SFC:gjd 09/09/87 A:SFC137.G

BOOK 521 PAGE 530

2712073

FINANCING STATEMENT

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

1. NAMES AND ADDRESSES OF DEBTOR:

J. MARLEY CORPORATION
trading as
MARYLAND YAMAHA/SUZUKI
also trading as
CYCLE WAREHOUSE

7-H W. Aylesbury Road
Timonium, Maryland 21093

6027 Ritchie Highway
Baltimore, Maryland

Merritt Manor Shopping Center
1167 Merritt Boulevard
Dundalk, Maryland 21222

RECORD FEE 23.00
RECORD TAX 105.00
[illegible] .50
#022240 C345 R03 T09:11
01/07/88

2. NAME AND ADDRESS OF SECURED PARTY:

EQUITABLE BANK, NATIONAL ASSOCIATION
350 Hospital Drive
Glen Burnie, Maryland 21061
Attention: Denise Kerley
Assistant Vice President

3. This Financing Statement covers the following property and all proceeds and products thereof:

(a) Equipment. All of the equipment, furniture and fixtures of the Debtor, including, but not limited to motor vehicles, both now owned and hereafter acquired and wherever located together with (a) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith and (b) all replacements thereof and substitutions therefor. All or a portion of the property described above is affixed or to be affixed to (i) the real property known as 7-H Aylesbury Road, Timonium, Maryland 21093 and (ii) the real property known as 6027 Ritchie Highway, Baltimore, Maryland 21225, which real property, together with the record owners thereof, are more particularly described on Exhibit "B" attached hereto and made a part hereof.

(b) Inventory. All of the Debtor's inventory, 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.

(c) Business Records. All of the Debtor's now and hereafter existing computer software, ledgers, files, records, books of account, correspondence and other documents relating to or used in connection with the Debtor's Equipment, Inventory, and Accounts, including, without limitation, all computer programs, computer operating systems computer memory and storage units (tapes, tape drives, disks, diskettes) and computer access instructions.

(d) Items on Deposit, Etc. The interest of the Debtor in, and to, any and all funds, securities, instruments, documents,

105231

and other property which are at any time paid to, deposited with, under the control of, or in the possession of, the Secured Party or any of its agents, branches, affiliates, correspondents, or others acting on behalf of the Secured Party (this security interest is intended to be in addition to any right or set-off or banker's lien that the Secured Party may otherwise enjoy under applicable law).

4. Proceeds of the collateral are also covered. As used in this Financing Statement, "Proceeds" means all proceeds (cash and non-cash) and products within the meaning of the Maryland Uniform Commercial Code, and shall include the proceeds of any and all insurance policies.

5. The Debtor certifies that the underlying transaction is subject to a recordation tax in the amount indicated on the certification attached hereto as Exhibit "A" and made a part hereof, the same having been paid to the Circuit Court for Anne Arundel County.

Debtor:

J. MARLEY CORPORATION
trading as
MARYLAND YAMAHA/SUZUKI
also trading as
CYCLE WAREHOUSE

By: _____ (SEAL)
John Marley
President

Secured Party:

EQUITABLE BANK, NATIONAL ASSOCIATION

By: _____ (SEAL)
Denise Kerley
Assistant Vice President

DATED: September 10, 1987

PLEASE RECORD WITH: ___ Maryland State Department of Assessments and Taxation
✓ Anne Arundel County Financing Statement Records
___ Anne Arundel County Land Records
___ Baltimore County Financing Statement Records

Clerk, please return to: Shaun F. Carrick, Esquire
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

SFC:jab 09/09/87 A:SFC137.Z

Exhibit A

CERTIFICATION AS TO ALLOWANCES FOR
MARYLAND DOCUMENTARY STAMPS

BOOK 521 PAGE 532

TO THE CLERK, CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND
TO THE CLERK, CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

With respect to indebtedness in the amount of $190,000.00 to Equitable Bank, National Association of J. Marley Corporation, the Undersigned hereby certifies that (a) the portion of the collateral for the indebtedness (the "Collateral") that is inventory exempt from recordation tax has been valued at $243,809.00 for the purposes of the indebtedness, (b) the portion of the Collateral that is equipment subject to recordation tax has been valued at $30,000.00 for the purposes of the indebtedness, (c) the portion of the Collateral that is equipment that is subject to recordation tax is situated only in Anne Arundel County, Maryland and (d) the value of each portion of the Collateral and the percentage and amount of indebtedness (for which stamps are to be affixed) attributable to each such portion of the Collateral is as follows:

Types of Collateral	Value[1]	Percentage of Consideration[2]	Amount of Consideration[3]	Recordation Tax[4]
Inventory exempt from recordation tax	$243,809.00	89%	$169,100.00	$ 0.00
Equipment subject to recordation tax	30,000.00	11%	20,900.00	105.00
TOTAL	$273,809.00	100%	$190,000.00	$105.00

J. MARLEY CORPORATION

By: _____, PRES (SEAL)
John Marley
President

[1]Available Equity based on Fair Market Value

[2]Calculated on the basis of the following formula:

Value of inventory or value of equipment divided by sum of value of inventory and value of equipment.

[3]Calculated on the basis of the following formula:

Percentage of Consideration multiplied by amount of indebtedness.

[4]Based upon $5.00 per $1,000.00 of indebtedness.

Exhibit B

that lot of ground situate in the Fifth Assessment District of Anne Arundel County, State of Maryland and described as follows, that is to say:

BEGINNING for the same at the point formed by the intersection of the east side of the Ritchie Highway (Maryland Route No. 2) as shown on State Roads Commission of Maryland Plats Nos. 21971 and 21450 with the beginning of the first or north 84° 12' 29" east 154.36 foot line of that tract of land which by Deed dated September 10, 1965 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1900, folio 363, was conveyed by Hybill Holding Company, Inc. to James H. Fraley and wife, thence leaving said first line and binding reversely in part on the last line of said Deed and on the east side of said Ritchie Highway southerly by a line curving toward the east with a radius of 8787.20 feet for a distance of 175.86 feet (the chord of said arc being south 1°, 59' 02" west 175.86 feet) to intersect the sixth or south 79° 56' west 248.05 foot line of that tract of land which by Deed dated September 10, 1965 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1900, folio 358, was conveyed by Howard R. Hines, Executor, to James H. Fraley and wife, thence leaving the east side of said Ritchie Highway and running with and binding reversely on a part of said sixth line north 79° 10' 54" east 100 feet, thence leaving said line and running for a line of division north 1° 09' 02" east 166.85 feet to intersect said first line of said firstly described Deed at a point distanct 96 feet north 84° 07' 11" east from the end of said line, thence running with and binding reversely on a part of said line, south 84° 07' 11" west 96 feet to the place of beginning.

1.50
82.80
39.00

CONTAINING 16,577 square feet or 0.3806 of an acre, more or less, according to a survey prepared by David W. Dallas, Jr., Civil Engineer dated February, 1968.

SUBJECT, HOWEVER, to a twenty foot easement in the favor of James H. Fraley and Mary M. Fraley along the southerly boundary of the herein described parcel until such time as one or both of the above mentioned Fraleys acquire the property contiguous to the southerly boundary of other property of the fraley's of which the above described parcel was once a part, at which time the said 20 foot easement shall cease and terminate.

BEING ALSO the same property which was granted and conveyed by Mobil Oil Corporation, a New York Corporation, unto Francis X. Brewis, Jr. and John G. Brewis, by deed dated August 29, 1975, and recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 2830, folio 142.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. BOOK 521 PAGE 535

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $ 7,000

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

This financing statement Dated June 8, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

271204

1. DEBTOR

Name Lloyd O. Woodland Jr.

Address 13 Chester Circle Glen Burnie Md. 21061

2. SECURED PARTY

Name Maryland National Bank

Address 326 First Street Annapolis Md. 21403

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

RECORD FEE 11.00
RECORD TAX 49.00
POSTAGE .50
A21150 CTT7 R01 T09:40
01/07/88

3. Maturity date of obligation (if any) _____

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

1975 21' Cruise Craft Hull#CCXC592CM75A
1976 Merc. 175hp Serial#4303010
1974 EZ-Loader Serial#AC141165MD

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)

SIGN HERE → Lloyd O Woodland Jr
(Signature of Debtor)

Lloyd O. Woodland Jr.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

TERRY L. MILLIONIE
(Signature of Secured Party)

Maryland National Bank
Type or Print Above Signature on Above Line

.50

271205

BOOK 521 PAGE 536

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any):
1. Debtor(s) Name(s) (Last Name First) Atlantic Decorating Inc.	2. Debtor(s) Complete Address(es) 3354 B Patuxent River Road Davidsonville, Md. 21035	
3. & 4. Secured Party(ies) and Complete Address(es) **CITIZENS BANK AND TRUST COMPANY OF MARYLAND** 6200 BALTIMORE BOULEVARD RIVERDALE, MD. 20840	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	RECORD FEE 11.00 RECORD TAX 59.50 POSTAGE .50 #219210 CTT1 R01 T09:42 01/07/88 JA

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

Packard Bell Computer
Model F 21
Serial Number 1602 8700

8a. (x) Procceds are also covered. 8b. ( ) Products of collateral are also covered. No. of additional sheets presented.

Filed with CIRCUIT COURT CLERK OF A A County; Other MDAT

9. Transaction is (xx), is not ( ), (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is $8500.00

10. This statement to be returned after recordation to Secured Party, shown above, or to

Atlantic Decorating Inc.
Signature(s) of Debtor(s)

Kevin Trumpower President

Signature(s) of Secured Party(ies) or Assignee(s)
Louise M. McKenzie

Louise M McKenzie By Branch Manager
(Title)

NOTE.—Type or Print Names Clearly Below Signatures.

FILING OFFICER COPY

DS-30

Printed in U. S. A.

5930.00

BOOK 521 PAGE 537

MARYLAND FINANCING STATEMENT AMENDMENT

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 489 Page No. 380

Identification No. 258381 Dated 9/10/85

1. Debtor(s) { Annmarc, Inc
Name or Names — Print or Type
222 Severn Ave., Annapolis, A.A., Md. 21403
Address — Street No. City - County State Zip Code

2. Secured Party { First National Bank of Maryland
Name or Names — Print or Type
18 West Street, Annapolis, A.A., Maryland 21401
Address — Street No. City - County State Zip Code

3. Maturity Date (if any)

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

See attached Intercreditor Agreement

RECORD FEE 20.00
POSTAGE .50
#21220 CTTT.ROI T08:43
01/07/88

DEBTOR

(Signature)
Patrick R. Piccard

George S. Hazen

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

Catherine T. Lewis
(Signature of Loan Officer)
Assistant Vice President
(Print Name and Title)
18 West Street
Annapolis, Maryland 21401
(Address)

20.50

BS-1216C-8406

INTERCREDITOR AGREEMENT

BOOK 521 PAGE 538

THIS INTERCREDITOR AGREEMENT (herein the "Agreement") is entered into this 23rd day of November, 1987 by and between THE FIRST NATIONAL BANK OF MARYLAND (herein the "Bank") a national banking association with a principal office at 25 South Charles Street, Baltimore, Maryland, HEWLETT - PACKARD COMPANY (herein the "Creditor") and ANNMARC, INC. (herein the "Borrower").

WITNESSETH:

WHEREAS, The Bank has extended, or commited to extend, credit to the Borrower secured or to be secured by a security interest (herein the "Bank Security Interest") in currently existing or hereafter required accounts receivables and inventory (herein the "Bank Collateral") of the Borrower; and

WHEREAS, Creditor has extended credit to the Borrower secured by a security interest (herein the "Creditor Security Interest") in all currently existing or hereafter acquired inventory (herein the "Creditor Collateral") of the Borrower; and

WHEREAS, The security interests granted by Borrower to Bank and to Creditor, respectively, may cause a conflict and lead to a controversy with respect to relative priorities in the assets of Borrower; and

WHEREAS, each party hereto enters into this Agreement so as to more clearly define, as between themselves, their respective rights in and to the property and assets of the Borrower;

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The recitations set forth in the preamble are acknowledged to be accurate and are incorporated herein and made a part hereof as if fully set forth.

2. Save and except for those assets of the Borrower constituting Creditor Collateral, Creditor hereby subordinates and puts in a priority position second to the Bank Security Interest, any right, title, lien or interest it may have in and to the assets and property of the Borrower constituting Bank Collateral and the proceeds thereof under or by reason of the Creditor Security Interest or otherwise.

ADH/kc
6905N

3. Subject to Paragraph Two immediately above, the Bank hereby acknowledges that the Creditor Security Interest is prior to any security interest in and to Creditor Collateral which has been, or may be, given to Bank. This acknowledgement does not apply to proceeds of Creditor Collateral or to any purchase money security interest which Bank may be granted in and to the assets or property of the Borrower.

4. Creditor agrees that, in the event of a liquidation of Creditor Collateral, notice of such liquidation shall be provided to Bank at least ten (10) days prior to the commencement of such liquidation proceedings. Further, Creditor shall receive no amounts by reason of the collection or liquidation of any assets or property of Borrower constituting Bank Collateral unless and until all obligations of Borrower to Bank are satisfied in full.

5. Bank agrees that, in the event of a liquidation of Bank Collateral, notice of such liquidation shall be provided to Creditor at least ten (10) days prior to the commencement of such liquidation proceedings. Further, Bank shall receive no amounts by reason of the collection or liquidation of any assets or property of Borrower constituting Creditor Collateral until all obligations of Borrower to Creditor are satisfied in full.

6. This subordination and agreement constitutes only a subordination under the laws of the State of Maryland as to priority positions of respective lien interests of the parties hereto and does not, and shall not be construed to, subordinate the rights of any party regarding payment of any indebtedness of Borrower or rights under any evidence of indebtedness with regard thereto.

7. Should the Lien or priority position of either party hereto in and to the assets of the Borrower be, as a result of this Agreement, placed in a secured position inferior to that of any third party, then, as to the subordination of the party whose lien position is placed in an inferior position, this Agreement and the subordination effected hereby shall be null, void and of no force or efffect.

8. The rights of Bank and Creditor under this Agreement shall not be affected in any manner whatsoever by the way in which such party hereafter deals with Borrower or any future transactions or agreements by and between such party and Borrower, and neither party needs to give the other notice of such dealings. Such dealings, transactions or agreements may include, but not be limited to, an increase in the amount of the obligations secured by property as security for such obligations, an amendment of either party's agreement with Borrower, the execution of new agreements with Borrower, and the termination of existing agreements with Borrower, including, but not limited to those agreements existing on the date of this Agreement.

ADH/kc
6905N

9. This Agreement shall, in all respects, be a continuing agreement and shall remain in full force and effect subject to discontinuance only upon the receipt by the non-terminating party of written notice by the terminating party and the payment and satisfaction in full of all obligations of Borrower to Bank; provided, however, that no such notice of discontinuance shall affect or impair any of the agreements or obligations of the parties hereto by reason hereof, or of Borrower to either of the other parties hereto, existing prior to receipt of notice of discontinuance or any and all obligations created or acquired thereafter pursuant to any previous commitments made by Bank or Creditor under or in connection with any loan agreement or promissory note and any and all extensions of renewals thereof.

10. Each party hereby represents and warrants to the other that the person executing this Agreement on its behalf has full power and authority to execute and deliver this Agreement, and that such execution and delivery and the performance of this Agreement has been duly authorized by all necessary and proper corporate action and that this Agreement constitutes its valid and legally binding obligations. Borrower signs below to evidence its consent to the terms of this Agreement.

11. Nothing herein contained is intended to, nor shall be constituted as creating any third party beneficiary rights in any third party entity whatsoever.

12. Neither party may assign, pledge or otherwise dispose of any security agreement or interest affected hereby unless the assignee, pledgee or other transferree agrees to be bound by the terms of this Agreement.

IN WITNESS WHEREOF, this Agreement has been made and entered into on the day and year first set forth above.

WITNESS:

THE FIRST NATIONAL BANK OF MARYLAND

By: _____

Title: _____

(Print Name)

ADH/kc
6905N

HOWLETT-PACKARD COMPANY

Lori S. Crail
Credit Specialist
(Print name)

By: Lori S. Crail
Title: Credit Specialist

Patrick R. Boyd
(Print name)

ANNMARC, INC.

By: ✓
Title:

GEORGE S HATEN
(Print name)

By: ✓
TITLE: President

ADH/kc
6905N

BOOK 521 PAGE 542

MARYLAND FINANCING STATEMENT AMENDMENT

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 489 Page No. 381

Identification No. 258382 Dated 9/10/85

1. Debtor(s) { Annmarc, Inc.
Name or Names — Print or Type
222 Severn Ave., Annapolis, A.A., Md. 21403
Address — Street No. City - County State Zip Code

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

See attached Intercreditor Agreement

RECORD FEE 20.00
POSTAGE .50
#0192E0 CTT ROI T09:43
01/07/88
JA

DEBTOR

(Signature)

Patrick R. Piccard

George S. Hazen

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

(Signature of Loan Officer)

Catherine T. Lewis
(Print Name and Title)

18 West Street
Annapolis, Md. 21401
(Address)

20.50

BS-1216C-8406

INTERCREDITOR AGREEMENT

THIS INTERCREDITOR AGREEMENT (herein the "Agreement") is entered into this 23rd day of November, 1987 by and between THE FIRST NATIONAL BANK OF MARYLAND (herein the "Bank") a national banking association with a principal office at 25 South Charles Street, Baltimore, Maryland, HEWLETT - PACKARD COMPANY (herein the "Creditor") and ANNMARC, INC. (herein the "Borrower").

WITNESSETH:

WHEREAS, The Bank has extended, or commited to extend, credit to the Borrower secured or to be secured by a security interest (herein the "Bank Security Interest") in currently existing or hereafter required accounts receivables and inventory (herein the "Bank Collateral") of the Borrower; and

WHEREAS, Creditor has extended credit to the Borrower secured by a security interest (herein the "Creditor Security Interest") in all currently existing or hereafter acquired inventory (herein the "Creditor Collateral") of the Borrower; and

WHEREAS, The security interests granted by Borrower to Bank and to Creditor, respectively, may cause a conflict and lead to a controversy with respect to relative priorities in the assets of Borrower; and

WHEREAS, each party hereto enters into this Agreement so as to more clearly define, as between themselves, their respective rights in and to the property and assets of the Borrower;

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The recitations set forth in the preamble are acknowledged to be accurate and are incorporated herein and made a part hereof as if fully set forth.

2. Save and except for those assets of the Borrower constituting Creditor Collateral, Creditor hereby subordinates and puts in a priority position second to the Bank Security Interest, any right, title, lien or interest it may have in and to the assets and property of the Borrower constituting Bank Collateral and the proceeds thereof under or by reason of the Creditor Security Interest or otherwise.

ADH/kc
6905N

3. Subject to Paragraph Two immediately above, the Bank hereby acknowledges that the Creditor Security Interest is prior to any security interest in and to Creditor Collateral which has been, or may be, given to Bank. This acknowledgement does not apply to proceeds of Creditor Collateral or to any purchase money security interest which Bank may be granted in and to the assets or property of the Borrower.

4. Creditor agrees that, in the event of a liquidation of Creditor Collateral, notice of such liquidation shall be provided to Bank at least ten (10) days prior to the commencement of such liquidation proceedings. Further, Creditor shall receive no amounts by reason of the collection or liquidation of any assets or property of Borrower constituting Bank Collateral unless and until all obligations of Borrower to Bank are satisfied in full.

5. Bank agrees that, in the event of a liquidation of Bank Collateral, notice of such liquidation shall be provided to Creditor at least ten (10) days prior to the commencement of such liquidation proceedings. Further, Bank shall receive no amounts by reason of the collection or liquidation of any assets or property of Borrower constituting Creditor Collateral until all obligations of Borrower to Creditor are satisfied in full.

6. This subordination and agreement constitutes only a subordination under the laws of the State of Maryland as to priority positions of respective lien interests of the parties hereto and does not, and shall not be construed to, subordinate the rights of any party regarding payment of any indebtedness of Borrower or rights under any evidence of indebtedness with regard thereto.

7. Should the Lien or priority position of either party hereto in and to the assets of the Borrower be, as a result of this Agreement, placed in a secured position inferior to that of any third party, then, as to the subordination of the party whose lien position is placed in an inferior position, this Agreement and the subordination effected hereby shall be null, void and of no force or efffect.

8. The rights of Bank and Creditor under this Agreement shall not be affected in any manner whatsoever by the way in which such party hereafter deals with Borrower or any future transactions or agreements by and between such party and Borrower, and neither party needs to give the other notice of such dealings. Such dealings, transactions or agreements may include, but not be limited to, an increase in the amount of the obligations secured by property as security for such obligations, an amendment of either party's agreement with Borrower, the execution of new agreements with Borrower, and the termination of existing agreements with Borrower, including, but not limited to those agreements existing on the date of this Agreement.

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6905N

9. This Agreement shall, in all respects, be a continuing agreement and shall remain in full force and effect subject to discontinuance only upon the receipt by the non-terminating party of written notice by the terminating party and the payment and satisfaction in full of all obligations of Borrower to Bank; provided, however, that no such notice of discontinuance shall affect or impair any of the agreements or obligations of the parties hereto by reason hereof, or of Borrower to either of the other parties hereto, existing prior to receipt of notice of discontinuance or any and all obligations created or acquired thereafter pursuant to any previous commitments made by Bank or Creditor under or in connection with any loan agreement or promissory note and any and all extensions of renewals thereof.

10. Each party hereby represents and warrants to the other that the person executing this Agreement on its behalf has full power and authority to execute and deliver this Agreement, and that such execution and delivery and the performance of this Agreement has been duly authorized by all necessary and proper corporate action and that this Agreement constitutes its valid and legally binding obligations. Borrower signs below to evidence its consent to the terms of this Agreement.

11. Nothing herein contained is intended to, nor shall be constituted as creating any third party beneficiary rights in any third party entity whatsoever.

12. Neither party may assign, pledge or otherwise dispose of any security agreement or interest affected hereby unless the assignee, pledgee or other transferree agrees to be bound by the terms of this Agreement.

IN WITNESS WHEREOF, this Agreement has been made and entered into on the day and year first set forth above.

WITNESS:

THE FIRST NATIONAL BANK OF MARYLAND

By: _____

Title: _____

DARLENE DOWDEN
(Print Name)

ADH/kc
6905N

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HOWLETT-PACKARD COMPANY

Lori J. Ciel
Credit Specialist
(Print name)

By: Lori J. Ciel

Title: Credit Specialist

ANNMARC, INC.

PATRICK R. RICHARD
(Print name)

By: ✓

Title: Secretary - Treasurer

GEORGE S HAZEN
(Print name)

By: ✓

TITLE: PRES. DENT

ADH/kc
6905N

271208

BOOK 521 PAGE 547

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.	Check the box indicating the kind of statement. Check only one box.
Care Utilities, Incorporated 209 Magothy Bridge Road Pasadena, MD 21122	☒ ORIGINAL FINANCING STATEMENT ☐ CONTINUATION – ORIGINAL STILL EFFECTIVE ☐ AMENDMENT ☐ ASSIGNMENT ☐ PARTIAL RELEASE OF COLLATERAL ☐ TERMINATION RECORD FEE 11.00
Name & address of Secured Party Baldwin Service Center, Inc. 41 Defense Highway Annapolis MD 21401	Name & address of Assignee POSTAGE .50 Associates Commercial Corporation 8002 Discovery Drive, #420 0219730 C777 R01 T09:49 Richmond, VA 23288 01/07/88
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 1550B Loader Backhoe SN/333308 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND 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:

Care Utilities, Incorporated	Baldwin Service Center, Inc.
Signature of Debtor if applicable (Date) Robert D. Cook DEES. - 12/23/87	Signature of Secured Party if applicable (Date) Charles L. Baldwin, Pres.

603501 (8-82)

Anne Arundel Co.
A/C# C-02-05009-4

BOOK 521 PAGE 548

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 271203

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Stinchcomb 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.

RECORD FEE 17.00
POSTAGE .50
B01T340 1777 R01 TOT=50
01/07/88
JA

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)

Stephen Jones Enterprises, Inc.
See attached for originial 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)

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

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

BOOK 521 PAGE 549

CREDIT ALLIANCE CORPORATION

CONDITIONAL SALE CONTRACT NOTE

TO: Washington Freightliner, Inc. ("Seller") FROM: Stephen Jones Enterprises, Inc. ("Buyer")

201 Ritchie Rd. Bldg. A Capitol Heights, MD 20743 (Address of Seller) 752 Stinchcomb 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) 1988 Freightliner Tractor Model FLC12064T, S/N 1FUPYDYB1JH317916 with 60" Sleeper

(1) TIME SALES PRICE	$ 125,471.80
(2) Less DOWN PAYMENT IN CASH	$ 10,000.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance)	$ -0-
(4) CONTRACT PRICE (Time Balance)	$ 115,471.80

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 752 Stinchcomb 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 One hundred fifteen thousand four hundred seventy one and 80/100 ********** Dollars ($ 115,471.80) being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 1st day of February, 19 88, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of $ 1,924.53 and the final installment being in the amount of $ 1,924.53 with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisement and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

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

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

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

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

Date: December 28, 19 87

BUYER(S)-MAKERS(S):

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

By: _____

Stephen Jones Enterprises, Inc. (SEAL)
(Print Name of Buyer-Maker Here)

By: _____

Co-Buyer-Maker: Stephen Jones (SEAL)
(Print Name of Co-Buyer-Maker Here)

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

By: _____

_____
(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by _____

CAL 2XD(1-75)

(See Instructions on Reverse Side of Last Page)

© 1975 CREDIT ALLIANCE CORPORATION

3

ORIGINAL FOR FILING-NON-NEGOTIABLE

BOOK 521 PAGE 330

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 jurisidiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.) (Guarantor-Endorser)

_____ (L.S.) (Guarantor-Endorser)

_____ (L.S.) (Guarantor-Endorser)

_____ (L.S.) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 ____

_____ (SEAL)
(Corporate, Partnership or Trade Name or Individual Signature)

_____
(Witness)

By: _____
(Signature: Title of Officer, "Partner" or "Proprietor")

Signature of Seller

BOOK 521 PAGE 551

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated December 28, 1987

between Washington Freightliner, Inc. as Seller/Lessor/Mortgagee

and Stephen Jones Enterprises, Inc. 752 Stinchcomb Rd. Severna Park, MD 21146
(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 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 $ 115,471.80

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 28th day of December 19 87

Washington Freightliner, 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.)

BOOK 521 PAGE 552

UNIFORM COMMERCIAL CODE – STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code. Q481

1. DEBTOR(S) (LAST NAME FIRST) ADDRESS(ES)

Olsavsky, John
Olsavsky, Phyllis
3905 Crandall Rd
Lothian, MD 20711

2. SECURED PARTY(IES) AND ADDRESS(ES)

Ford Motor Credit
P.O. Box 637
Mechanicsville, VA 23111

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

3. This statement refers to original Financing Statement No. 246796 Dated: 4-11-83

A. Continuation. . . . . ☐	B. Partial Release . . . . ☐	C. Assignment. . . . . ☐	D. Termination . . . . . ☒
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	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:	The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Liber 460
PAGE 337

RECORD FEE 10.00
POSTAGE .50
~~MC10370 0777 R01 T09:51~~
01/07/88
JA

4. This transaction is exempt from the Recording Tax.

Filed with: Anne Arundel County

Dated: December 31, 1987

Ford Motor Credit
(NAME OF SECURED PARTY)
By: P. Y. Matthews

FMCC
JUN 65 7288-M (MARYLAND ONLY)

15

Purchase Money

FINANCING STATEMENT

☐ Not subject to recordation tax
☒ Subject to recordation tax on principal amount of $...35,000.00.

1. Name of Debtor(s):
Address:

Hay Enterprises,Inc. t/a
Window Works of Annpaolis
1460 Ritchie Highway Suite 106
Arnold,Maryland 21012

BOOK 521 PAGE 553

271210

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: Metro Plaza One, 8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE 12.00
RECORD TAX 245.00
POSTAGE .50
#2206RD CT17 R01 T10:32
01/07/88
JM

3. This Financing Statement covers the following types (or items) of property:

Inventory,Equipment & leasehold improvements

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): Hay Enter Prises,Inc. t/a Window Works of Annapolis
James A. Hay Pres.

.....
James A. Hay President
.....
.....
.....

Secured Party:
FIRST AMERICAN BANK OF MARYLAND

By: .....
Dennis L. Ortiz Assistant Vic-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)

045-580/3 Rev. 5/86

12.00 245.00 .50

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

BOOK 521 PAGE 554

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249707

RECORDED IN LIBER 467 **FOLIO** 418 **ON** Nov 9 1983 **(DATE)**

1. DEBTOR

Name Leo D. Greer, Yolanda M. Greer, Anthony V. Andrews

Address 116 Gerard Drive , Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Central Savings Bank (CentraBank)

Address 201 N. Charles 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)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒
(Indicate whether amendment, termination, etc.)

Termination

IBM Personal Computer XT — Serial # 0080784
IBM High Resolution Monochrome Monitor — # 317655
IBM Monochrom Interface
Epson FX-100 Printer — # 0042313
Printer Cable
Disk Operation System 2.0
Data Base Manager
Basic Compiler

RECORD FEE 10.00
POSTAGE .50
#2200090 C777 R01 T10:33
01/07/88
JA

Dated ~~January 4, 1988~~

15.50

Mary J. Shue
(Signature of Secured Party)

Mary J. Shue, Assistant Vice President
Type or Print Above Name on Above Line

PURCHASE MONEY

FINANCING STATEMENT

☒ Not subject to recordation tax
☐ Subject to recordation tax on principal amount of $.....7,000.00..

1. Name of Debtor(s): Action Comp Co., Inc.
Address: 3039 Hamilton Ave.
Baltimore, Maryland 21214

2712[illegible]
LIBER 521 PAGE 555

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:

Cannon NP-4540 EF Copier Serial # CDX00988
cannon Cabinet
20 Bin Sorter

RECORD FEE 12.00
RECORD TAX 49.00
POSTAGE .50
#220140 C777 R01 T10:43
01/07/88
JA

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): Action Comp Co., Inc.

Earle A. Nodine Jr. Pres.

Earle A. Nodine Jr. Pres.

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: Dennis L. Ortiz
(Type Name and Title)
Assistant Vice-Pres.

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

045-580/3 Rev. 5/86

Ker 50

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: November 12, 1987

BOOK 521 PAGE 556

271213

(XX) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of $_____

NAME OF DEBTOR (S): Photo Concepts

ADDRESS: 106 Old Solomons Island Road
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:

Eastman Kodak 312 Computer Color Printer, Serial Number K2204951

RECORD FEE 11.00
POSTAGE .50
#220220 CTT R01 T10:53
01/07/88
JA

DEBTOR(S):

Photo Concepts
(Company Name)
BY: D F Kneessi
Donald F. Kneessi, President
BY:

BY:

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

SECURED PARTY:

ANNAPOLIS FEDERAL SAVING BANK

BY: _____
(Authorized Signature)
John M. Crook, Senior Vice President
(Type Name and Title)

11.50

BOOK 521 PAGE 557

271210

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)
Geren Sales, Inc. 17 Chelsea House Crofton, MD 21114 Lease #6820-002	BANC ONE LEASING CORPORATION 713 Brooksedge Plaza Blvd. Westerville, OH 43081	RECORD FEE 11.00 #213300 CTTT R01 T09:48 01/07/88

4 This financing statement covers the following types (or items) of property:

Per Schedule A-1 attached

Recordation Tax is paid at State Level, Total indebtedness $46,505.59

Equipment located at: 6615 Santa Barbara Rd. Rt 100 Bus Park, Elkridge, MD (Howard County)

ASSIGNED TO: BANC ONE FINANCIAL SERVICES
CORPORATION OF PENNSYLVANIA
6 Federal Plaza West
Youngstown, OH 44503

This equipment is owned by the secured party and is leased to the debtor party;

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

Geren Sales, Inc.

By: _____
Signature(s) of Debtor(s)

BANC ONE LEASING CORPORATION

By: _____
Signature(s) of Secured Party(ies)

Filing Office Copy - Alphabetical

This form of financing statement is approved by the Secretary of State.

067-106-2930

BANC ONE LEASING CORPORATION

CHECK APPLICABLE SCHEDULE

[XXXXXX] Schedule A-1 EQUIPMENT LEASED HEREUNDER

[ ] Schedule A-2 EQUIPMENT SOLD HEREUNDER

Geren Sales, Inc.

Lease #82-0068205-002

BOOK 521 PAGE 558

QUANTITY	DESCRIPTION	PAGE 1 OF 1
1	71MB Disk Drive, 1 - XPC Modem CDS224 Series II, 1 - USAM-4(Ports)DG/20 SW/CF Corporate Forecasting, 1 - Mediator for remote support, 1-Easylink Printer, 1 - vadic 1200 Baud Modem for communications, 2 - Data General D-120 CRT display terminals, 1 - Data General D-410 CRT display terminal w/compressed viewing capability, 1- TI-810 System Printer, 150 c.p.s. w true 8½"x 11'" compressed print capibility, 1-Data General DG/20 computer with: 256KB Memory, Real Time Clock, 15 Megabyte fixed Winchester Disk Drive, Tape Cartridge for Daily Backup, 4 ports.	

BOOK 521 PAGE 559

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)

Bear Automotive Service
Equipment Company
12121 W. Feerick Place
Milwaukee, WI 53225

2. Secured Party(ies) and address(es)

Security Pacific Business
Credit Inc.
230 West Monroe Street
Chicago, IL 60606

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
RECEIVED CTTT RCI TOD:48
01/07/88

4. This statement refers to original Financing Statement bearing File No. 254417 BK.479,PG.203
Filed with Anne Arundel County, MD Date Filed 1/1/84 19__

5. ☐ **Continuation.** The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. XX **Termination.** Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ **Assignment.** The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. ☐ **Amendment.** Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ **Release.** Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

No. of additional Sheets presented:

SECURITY PACIFIC BUSINESS CREDIT INC.

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: ALBERT R. STOSS - VP
Signature(s) of Secured Party(ies)

(1) **Filing Officer Copy – Alphabetical** **STANDARD FORM - FORM UCC-3**

BOOK 521 PAGE 560

271215

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code 017-205-926-3

No. of Additional Sheets Presented

3 ☐ The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)

Mid-Atlantic Instrumentation, Inc.
101A Holsum Way
Glen Burnie, Md. 21061

2 Secured Party(ies) Name(s) and Address(es)

THE COMMONWEALTH NATIONAL BANK
10 South Market Square
P.O. Box 1010, Harrisburg, PA 17108

4 For Filing Officer Date, Time, No. Filing Office

RECORD FEE 11.00
#21930 CTT 801 109:51
01/07/83

5 This Financing Statement covers the following types (or items) of property

Accounts receivable, contract rights and inventory now owned and hereafter acquired and proceeds thereof.

NOT SUBJECT TO TAX.

☐ Products of the Collateral are also covered

6 Assignee(s) of Secured Party and Address(es)

7 ☐ The described crops are growing or to be grown on *
☐ The described goods are or are to be affixed to *
☐ The lumber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate in Item 8)

8 Describe Real Estate Here

☐ This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

No. & Street Town or City County Section Block Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
☐ 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)

#10421

MID-ATLANTIC INSTRUMENTATION, INC.

By _____
Signature(s) of Debtor(s)

COMMONWEALTH NATIONAL BANK

By Michael J. Gillen Sr V.P
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

(1) FILING OFFICE COPY - NUMERICAL

(5-83) STANDARD FORM--FORM UCC-1--Approved by Secretary of Commonwealth of Pennsylvania

BOOK 521 PAGE 561

271216

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)

Kirk Moir d/b/a
Fantastic Sam's

Annapolis, MD

2. Secured Party(ies) and address(es)

Fantastic Sam's International, Inc.,
Charter Leasing Division
P.O. Box 18845
Memphis, TN 38181-0845

3. Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00
POSTAGE .50
#220150 CHRT/R01 T10:45
01/07/88

4. This financing statement covers the following types (or items) of property:

Equipment as more fully described in Schedule "1" attached of Lease #2071-87 dated 10/22/87. This statement is filed for information purposes only.

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with: Anne Co. Arundel

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Kirk Moir

By: Kirk L. Moir
Signature(s) of Debtor(s)

Title

Fantastic Sam's International, Inc.,
Charter Leasing Division

By: Vicky B. Linebaugh Asst
Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

Charter Leasing Division

BOOK 521 PAGE 562

SCHEDULE "1"

LESSEE: Kirk Moir
(Name)

81551 Governor Ritchie Highway
(Address)

Pasadena, MD 21122

EQUIPMENT LOCATION: Fantastic Sam's

Annapolis, MD

The equipment herein described is leased by Fantastic Sam's International, Inc., Charter Leasing Division, as Lessor, to Kirk Moir d/b/a Fantastic Sam's, as Lessee, under and pursuant to the terms and conditions of the LEASE AGREEMENT between the parties dated October 22, 1987. This Schedule is incorporated by reference in the aforementioned LEASE AGREEMENT.

QUANTITY	DESCRIPTION, MODEL NUMBER OR OTHER IDENTIFICATION	
11	31-FS	Reception Chair
1	5713N	Cash Register Stand
1	5740	Coffee Bar
9	5789	Vanity Shelf w/light
9	5707TU	Mobile Styling Center
9	0290-B4C	Hyd Ch w/B4C Base
4	012S	Child's Seat
9	5783N	Wall Display Unit
2	0293-0126	Dryer Ch & Dryer
1	004-JHL	Jupiter Heat Lamp
4	5762	Shampoo Storage Unit
4	2000S 500	Shampoo Bowl w/fixt
4	0297	Shampoo Chair
2	5711	Magazine Rack
1	004-IK	Installation Kit
1	FM86-R	Fantastic Mcahine Cabinet

TOTAL EQUIPMENT COST: $16,901.00

Dated: _____

LESSOR: FANTASTIC SAM'S INTERNATIONAL, INC.
CHARTER LEASING DIVISION

By: _____

LESSEE:

Kirk Moir d/b/a Fantastic Sam's

By: Kirk S. Moir

BOOK 521 PAGE 563

271217

7604 | C323N06-C

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code: | 3. Maturity date (if any): C

1. Debtor(s) (Last Name First) and address(es)

The Hardware House INC
912 Forest Drive
Annapolis MD 21403

2. Secured Party(ies) and address(es)

TSC Leasing Corporation
444 Earhart Way
Livermore, CA 94550

For Filing Officer (Date, Time, Number and Filing Office)

RECORD FEE 11.00
POSTAGE .50
M21250 CTTT R01 T09:45
01/07/98
JA

4. This financing statement covers the following types (or items) of property:

This financing statement covers the following described equipment TRIAD MODEL H1176
CENTURY 3 POS 1 BROILER 1 INVOICE PRINTER
1 REPEAT PRINTER SOFTWARE

together with all replacements, additions, accessories and parts now or hereafter affixed to or used in connection with said equipment, together with all proceeds, including insurance proceeds.

The transaction out of which this filing arises is a true lease between Secured Party/Lessor and Debtor/Lessee, and this filing is being made for precautionary purposes only should an unwarranted assertion be made that said transaction was intended as a financing transaction or other transaction.

NOTE: THIS LEASE IS 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 [X] if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check [X] if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

The Hardware House Inc

By: X _____
Signature(s) of Debtor(s)

TSC Leasing Corporation

By: _____
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy — Alphabetical

BOOK 521 PAGE 564

271218

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)

Gary M. Richardson, M.D., P.A.
104 Forbes St., Ste. C
Annapolis, MD 21401

2. Secured Party(ies) and address(es)

Affiliated Capital Corp.
707 Skokie Boulevard
Northbrook, IL 60062

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 13.00
POSTAGE .50
#019150 C777 R01 T09:31
01/07/88

4. This financing statement covers the following types (or items) of property:

S71967A71860A

(1) Medasonics Vision/PVD Vasculab AT System
Vasculab, 1-3625; Duplex Imager, SN 627A/32/M

NOT SUBJECT TO RECORDATION TAX

5. Assignee(s) of Secured Party and Address(es)

Bank of Northfield
400 Central
Northfield, IL 60093

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check [X] if so)

- [ ] already subject to a security interest in another jurisdiction when it was brought into this state.
- [ ] which is proceeds of the original collateral described above in which a security interest was perfected.

Check [X] if covered. [X] 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)

Affiliated Capital Corp.

By: [signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Alphabetical

STANDARD FORM - FORM UCC-1.

Affiliated Capital

Affiliated Capital Corp.
707 Skokie Boulevard
Northbrook, IL 60062
1-800-323-5007
(312) 564-5180

LESSOR

BOOK 521 PAGE 565

LEASE Office Use Only

No. S71967A71860A

Refer to Above No. On All Correspondence

NAME AND ADDRESS OF LESSEE:

Gary M. Richardson, M.D., P.A.
104 Forbes Street, Suite G
Annapolis, MD 21401

NAME AND ADDRESS OF SUPPLIER:

Medasonics, Inc.
82 Pioneer Way
Mountain View, CA 94039

Contact: Dr. Richardson Phone # 301-268-5222 Salesperson: Marc Rosensweig Phone #800-227-8076

Quantity	Description of Leased Equipment (include model and serial numbers)	Price
1	Medasonics Vision/PVD Vasculab AT System Vasculab, SN 1-3625; Duplex Imager, SN 627A/32/M	$90,900.00

Sales Tax 4,545.00

Other -0-

TOTAL $95,445.00

SCHEDULE OF RENT PAYMENTS DURING INITIAL TERM OF LEASE				SCHEDULE OF RENEWAL TERMS
Effective Date of Lease	First Rent Payment Due	Terms of Lease	Amount of each Rent Payment	
12-30-87	12-30-87	60	$2,252.50	$2,252.50 Payable Annually In Advance
Office Use Only		No. of Months		

Special Terms and Conditions:

TERMS AND CONDITIONS OF LEASE

1. **LEASE.** LESSOR hereby leases to the above-named lessee, hereinafter called "LESSEE", and LESSEE hereby leases and hires from LESSOR, the equipment, machinery and appurtenances described above, together with all replacement parts, additions and accessories now or hereinafter incorporated therein and or affixed thereto, all of which being hereinafter called the "Equipment", upon the terms and conditions herein set forth.

2. **DISCLAIMER OF WARRANTIES. LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER REGARDING THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, THE MERCHANTABILITY OF THE EQUIPMENT, OR THE FITNESS OF THE EQUIPMENT FOR A PARTICULAR PURPOSE.**

3. **TERM.** The term of this Lease shall commence upon the date the Equipment shall be delivered to the LESSEE and shall terminate upon the expiration of the number of units of time set forth above.

4. **RENT.** LESSEE shall pay LESSOR as rent, the payments specified for the calendar period indicated in advance at the office of LESSOR shown above, or as otherwise directed by LESSOR in writing. The first such rent payment shall be made on the commencement of the term of this Lease as provided in paragraph 3 hereof. Subsequent rental payments shall be due on the same day of subsequent calendar periods as the day on which the term of this Lease commences, unless said day is the last day of a calendar month in which all payments shall be made on the last day of the subsequent calendar months.

5. **NO ORAL AGREEMENTS/SUPPLIER NOT AN AGENT.** LESSEE understands and agrees that neither supplier, nor any salesman or other agent of supplier is an agent of LESSOR. No oral agreement, guarantee, promise, condition, representation or warranty shall be binding. No agent, supplier or salesman is authorized to waive or alter any term or condition of this Lease and no representation as to the equipment or any other matter shall in any way affect the LESSEE's duty to pay all rents due and perform all obligations as set forth in this Lease.

6. **ADJUSTMENTS IN RENT AND SECURITY DEPOSIT.** The total cost shown for the Equipment is an estimate upon which is based the amount of each rent payment and the security deposit. If the actual cost of the Equipment differs from said estimate, each such amount shall be adjusted proportionately. (As used herein, "actual cost" means the cost to LESSOR of purchasing and delivering the Equipment to LESSEE, including taxes, transportation charges and other charges.) LESSEE hereby authorizes LESSOR to so adjust said amounts on the face thereof when the actual cost of the Equipment is known, furthermore, LESSOR may also adjust the amount of each rent payment by adding thereto any sales tax or other tax that may be imposed on or measured by rent payments. The amounts payable hereunder to LESSOR shall include and reflect any such adjustments. However, if the actual cost of the Equipment differs from said estimated cost by more than ten percent (10%) of said estimated cost, either party hereto may terminate this Lease by giving written notice thereof to the other party hereto within fifteen (15) days after receiving notice of the actual cost and the adjusted amounts.

7. **TAXES.** LESSEE shall pay any and all taxes, assessments, license fees, registration fees and similar charges on or relating to the Equipment, including, without limitation, any and all sales taxes, use taxes, excise taxes, personal property taxes, assessments and other government fees and charges on or relating to the Equipment, including all such taxes, assessments, fees and charges upon LESSOR by reason of the ownership of the Equipment and all such taxes, assessments, fees and charges on the use, rental, shipment, transportation, delivery or operation of the Equipment, whether payable by LESSOR or LESSEE, excepting however, federal, state or local net income taxes.

8. **INTEREST AND REIMBURSEMENT FOR ADVANCES.** Time is of the essence of the Lease. Should LESSEE fail to pay any part of the rent hereunder or any other sum required by LESSEE to be paid to LESSOR, after the due date thereof, LESSEE shall pay to LESSOR interest on such delinquent payment from the due date until paid at the rate of five per cent (5%) per month or at the highest rate permitted under applicable law, whichever shall be less. Any advances made by LESSOR to discharge and pay any charges for which LESSEE is liable hereunder or any liens or encumbrances on the Equipment shall be deemed to be additional rent payable hereunder, and shall be payable by LESSEE to LESSOR immediately.

9. **REMEDIES OF LESSOR UPON LESSEE'S DEFAULT.** In the event that LESSEE fails to pay any rent or other amount herein provided within five (5) days after the same is due and payable, or in the event LESSEE fails to comply with, observe, keep or perform any other provision or condition of this Lease required to be complied with, observed, kept or performed by LESSEE, or in the event LESSEE ceases doing business as a going concern, or in the event any proceeding is filed by or against LESSEE under the Bankruptcy Act, as amended, or any law providing for relief of debtors, including, without limitation, reorganization, arrangement, insolvency or liquidation proceedings, or in the event a receiver is appointed for LESSEE with authority to take possession or control of the Equipment or any portion thereof, or in the event LESSEE becomes or is adjudged insolvent or makes an assignment for the benefit of creditors, or in the event LESSEE offers a composition or extension of any of its indebtedness, or in the event a writ of attachment or execution is levied on the Equipment or any portion thereof and is not released or satisfied within five (5) days thereafter, or in the event LESSEE attempts to remove or sell or transfer or encumber or sublet or part with the possession of the Equipment, or if LESSOR deems itself insecure, then, in each and any such event, LESSOR or its agents shall have the right to exercise any one or more of the following remedies: (A) to proceed by appropriate court action or actions either at law or in equity to enforce performance by LESSEE of the applicable covenants and terms of this Lease or to recover damages for the breach thereof, (B) to declare the entire amount of rent hereunder immediately due and payable without notice or demand to LESSEE, (C) to sue for and recover from the LESSEE an amount equal to the unpaid balance of the rent and any other payments due and to become due during the term of this Lease or with respect or in any way related to the Equipment, (D) to terminate this Lease and/or LESSEE's right of possession.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE.
IN WITNESS WHEREOF, AND INTENDING TO BE BOUND HEREBY, LESSEE HAS CAUSED THIS LEASE TO BE EXECUTED BY A DULY AUTHORIZED PERSON.

Date 12/30/87

Linda Shannon AVP

Affiliated Capital Corp. (Authorized Officer)

Office Use Only

Date Oct. 14, 1987

GARY M. RICHARDSON, M.D. P.A.

Name of Lessee

Gary M. Richardson, M.D.

Signature

President

Title

THIS IS A NON-CANCELLABLE LEASE

ORIGINAL SIGNATURE REQUIRED ON ALL PAGES

ANNE ARUNDEL COUNTY

BOOK 521 PAGE 566

FINANCING STATEMENT

271213

This Financing Statement is presented to a Filing Officer for filing pursuant to the provisions of the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR:

ARNOLD FAMILY PRACTICE ASSOCIATES, P.A.
1509 Ritchie Highway
Arnold, Maryland 21012

2. NAME AND ADDRESS OF SECURED PARTIES:

FARMERS NATIONAL BANK OF MARYLAND
5 Church Circle
Annapolis, Maryland 21401

RECORD FEE 15.00
RECORD TAX 455.00
POSTAGE .50
01/01/88 01:18

3. This Financing Statement covers all:

a. 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 and located at 1509 Ritchie Highway, Arnold, Maryland 21012.

4. Principal amount of this debt is $250,000.00 to creditor of which $65,000.00 is subject to recordation tax.

DEBTOR:

ARNOLD FAMILY PRACTICE ASSOCIATES, P.A.

BY _____
James G. Chaconas

BY _____
A. Antonia Plucis, also known as Astrida Plucis-Turkopuls

BY _____
Victor M. Plavner

SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND

BY _____
Ross J. Selby

AFTER RECORDATION return to:
MANIS, WILKINSON, SNIDER AND GOLDSBOROUGH, CHARTERED
Attn: Pat Weiss
23 West Street
P.O. Box 1911
Annapolis, Maryland 21404

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P. O BOX 1911
ANNAPOLIS, MD 21404
(301) 263-8655

STATE OF MARYLAND

2712230

FINANCING STATEMENT FORM UCC BOOK 521 PAGE 567

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. $40,000.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated DECEMBER 17, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Redmond's, Inc.

Address 8226 B & A Blvd., Pasadena, MD 21122

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)

1 R2242-2 21 C.YD OPEN TOP ROLL OFF CONTAINER
1 R A1 GALBREATH DOGHOUSE HOIST
1 U5-10-182 60M# T.A. ROH (1173AO) ROLL OFF HOIST
1 HST 06 INSIDE CONTROLS (5195AO) (CONV)
1 HST 08A BUMPER W/ RECESSED LGHTS 5703AO
2 R2490-2 49 C.YD. OPEN-TOP ROLL-OFF CONTAINER
2 R P-2490 PAINT: BLACK #P1004
1 DR22M-2 22' MACHINERY PLAT, 1/4" FLOOR TO FIT GALBREATH "OR" HOIST
3 R2260-1 30 C.YD OPEN TOP ROLL OFF CONTAINER 3/16" FLOOR, 12 GUAGE SIDES
3 R A1 GALBREATH DOGHOUSE HOIST

RECORD FEE 11.00
RECORD TAX 280.00
POSTAGE .50
#1299TO 0055 R02 T13:13
01/07/88
14
38

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above 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)

John Redmond

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

William A. Walker II
Vice President

Type or Print Above Signature on Above Line

11 280.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 521 PAGE 568
Identifying File No. 21231

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $5,500.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated JANUARY 4, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name NOR-LIN HARDWARE, INC.

Address 6885 BALTIMORE-ANNAPOLIS BLVD., LINTHICUM, MD 21090

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) FEBRUARY, 1990

4. This financing statement covers the following types (or items) of property: (list)

1- USED 1979 BOBCAT MODEL 610, SER.# 4956M13300 WITH BUCKETS
1- USED TANDEM (HOMEMADE) TRAILER, SER.# AC142768MD, WITH LOAD BINDER
1- USED ALLIS CHALMERS TRACTOR, MODEL C, SER# 029189, WITH PLOW, DISCS & TOW BAR

RECORD FEE 11.00
RECORD TAX 38.50
POSTAGE .50
#129980 D055 R02 T13:14
01/07/88
39

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

NORLIN HARDWARE, INC.

(Signature of Debtor)

BY: DAVID M. SAKERS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

FARMERS NATIONAL BANK OF MARYLAND

(Signature of Secured Party)

BY: R. MICHAEL SHYMANSKY, A.V.P.
Type or Print Above Signature on Above Line

1A 3850.52

MN251406.FIS
1720

BOOK 521 PAGE 569

271313

FINANCING STATEMENT

1. Name of Debtor: SULIN ENTERPRISES, LTD.
Address: c/o Sulin Enterprises, Ltd.
1133 Greenwood Road
Baltimore, Maryland 21208

2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Real Estate Division
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 January 4, 1988 from Debtor to Joseph A. Hilseberg 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 contracts of sale executed by the Debtor of any part or parcel of the described land, 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.

RECORD FEE 25.00

POSTAGE .50
#022790 C345 R03 T16:21
01/07/88

5. Not subject to Recordation tax.

Debtor:

SULIN ENTERPRISES, LTD.

By: _____
Bernard G. Robbins
President

Secured Party:

MARYLAND NATIONAL BANK

By _____
R. B. Diffenderffer, Jr.
Vice President

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: John R. Rutledge, Esquire

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF BALTIMORE COUNTY AND ANNE ARUNDEL COUNTY

2. WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

PROPERTY DESCRIPTION

BOOK 521 PAGE 572

(3) South 15 degrees 26 minutes 51 seconds East 506.45 feet to intersect the Northwest lot line of Lot 11 of a subdivision entitled Bright Seat (unrecorded) said lot 11 owned by Randall E. and Alice F. Funk, deed recorded among the aforesaid Land Records in Liber 3806, Folio 446, thence binding on part of said Northwest lot line of Lot 11 and binding on the Fourth, Fifth, Sixth lines of deed described in Liber G.T.C. 1163, Folio 534, being the same as the conveyance from Edward N.C. Bradley to John T. Hardisty, deed recorded among the aforesaid Land Records in Liber 1768, Folio 164,

(4) South 37 degrees 28 minutes 20 seconds West 299.17 feet, thence

(5) South 25 degrees 24 minutes 20 seconds West 165.30 feet, thence

(6) South 57 degrees 46 minutes 41 seconds West 165.42 feet, to a pipe found, thence binding on the East boundary lines of a subdivision entitled Stonegate Village recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 58, Page 35,

(7) North 08 degrees 46 minutes 19 seconds West 198.43 feet to a pipe found thence,

(8) North 09 degrees 24 minutes 03 seconds East 150.11 feet to a pipe found, thence

(9) North 52 degrees 28 minutes 59 seconds West 77.44 feet, thence

(10) North 48 degrees 29 minutes 33 seconds West 127.95 feet

PROPERTY DESCRIPTION

to a pipe found, thence

(11) North 69 degrees 05 minutes 51 seconds West 115.90 feet, thence

(12) North 64 degrees 52 minutes 08 seconds West 114.89 feet, thence

(13) North 54 degrees 15 minutes 24 seconds West 141.13 feet, thence

(14) North 23 degrees 19 minutes 04 seconds West 462.67 feet, to a concrete monument set, thence binding on the line of agreement, boundary line agreement, made May 21, 1969 between Gustave and Ida Kinder, Jr. and Lula M. Chaney deed recorded among the aforesaid Land Records in Liber 2269, Folio 396, said line also being the South boundary line of the John A. Chaney property recorded in Liber 3411, Folio 33 also being the South boundary line of a subdivision entitled Courts of Crofton recorded among the aforesaid Plat Records in Plat Book 64, Pages 32 and 34 also being the South boundary line of the John A. and Elizabeth S. Chaney property deed recorded among the aforesaid Land Records in Liber 3243, Folio 648,

(15) North 71 degrees 23 minutes 47 seconds East 2138.37 feet to the West side of Davidsonville Road, thence binding on same,

(16) South 15 degrees 51 minutes 19 seconds East 50.06 feet to the point of beginning,

CONTAINING 27.218 acres of land, more or less.

EXHIBIT A

BOOK 521 PAGE 574

PROPERTY DESCRIPTION

SUBJECT to a deed of easement and agreement from Gustave and Ida Kinder, Jr. to Anne Arundel County, Maryland recorded among the aforesaid Land Records in Liber 2757, Folio 347,

SUBJECT to an easement located North 66 degrees 53 minutes 46 seconds East 438.05 feet from an iron pipe found at the end of said Second or South 66 degrees 53 minutes 46 seconds West 1280.83 foot line as aforementioned, thence running through part of the Alton R. Kinder property the five (5) following courses,

(1) North 47 degrees 17 minutes 51 seconds West 17.35 feet, thence

(2) North 42 degrees 42 minutes 09 seconds East 54.00 feet, thence

(3) South 84 degrees 10 minutes 02 seconds East 25.00 feet, thence

(4) South 47 degrees 17 minutes 51 seconds East 28.35 feet, thence binding on a part of said Second line as aforementioned,

(5) South 66 degrees 53 minutes 46 seconds West 75.64 feet to the point of beginning,

CONTAINING 2,116 square feet or 0.049 acres of land, more or less.

BEING part of the conveyance from Edward S. and Josephine Y. Barber to Gustave and Ida Kinder, Jr. deed dated December 31, 1952 recorded among the aforesaid Land Records in Liber 732, Folio 90.

BOOK 521 PAGE 575 2712225

☐ 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):

Friendship Creative Printers, Inc.
Name or Names—Print or Type

202 Crane Highway, N.W., Anne Arundel County, 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:

John H. Burke & Company, Inc.
Name or Names—Print or Type

1201 Haubert Street, Baltimore City, Maryland 21230
Address--Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Hamada 770CD offset printing press, serial number HS18060

EQUIPMENT LEASE-NO SECURITY INTEREST TAKEN

4. If above described personal property is to be affixed to real property, describe real property.

N/A

5. If collateral is crops, describe real estate.

N/A

RECORD FEE 11.00
POSTAGE .50
#0205&0 CTT R01 T09:05
01/11/89

6. Proceeds of collateral ☐ are ☐ are not covered. N/A

7. Products of collateral ☐ are ☐ are not covered. N/A

DEBTOR(S): FRIENDSHIP CREATIVE PRINTERS, INC. SECURED PARTY:

By: Gregg S. Palmer
(Signature of Debtor)

Gregg S. Palmer Vice President
Type or Print

John H. Burke & Company, Inc.
(Company, if applicable)

Donald J. Boehl
(Signature of Secured Party)

(Signature of Debtor)

Type or Print

Donald J. Boehl, 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 HECHT AND CHAPPER
ATTORNEYS AT LAW
1111 FIDELITY BUILDING
BALTIMORE, MARYLAND 21201

Lucas Bros. Form F-1

11.50

ANNE ARUNDEL

STATE OF MARYLAND

BOOK 521 PAGE 576

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 248040

RECORDED IN LIBER 463 FOLIO 348 ON 7/8/83 (DATE)

1. DEBTOR

Name Video and Computer Attractions, Inc. T/A Video Connection

Address 1153 MD Route 3, Gambrills, MD 21114

2. SECURED PARTY

Name WESTINGHOUSE CREDIT CORPORATION

Address 1740 E. Joppa Road

Baltimore, Maryland 21234

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00
POSTAGE .50
01/11/88

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 Debtor's name to read from Video and Computer Attractions, Inc. T/A Video Connection to Video and Computer Attractions, Inc. T/A Executive Video. Also, correct Debtor's address to read: 1153 Route 3, North Crofton Station, Crofton, MD 21054.

ASSIGNEE: CHRYSLER FIRST WHOLESALE CREDIT INC.
2000 Oxford Dr., Suite 200A
Bethel Park, PA 15102

DEBTOR:

Video and Computer Attractions, Inc.
T/A Video Connection

(Signature of Debtor)

(P.R. RATRA) (V.K. MALHOTRA)

Type or Print Above Name on Above Line

SECURED PARTY:

WESTINGHOUSE CREDIT CORPORATION

(Signature of Secured Party)

James Shaffer

Type or Print Above Name on Above Line

271226

BOOK 521 PAGE 577

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 1/4/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Daniel Yi

Address 5634 Luckpenny Place, Columbia, Maryland 21045

2. SECURED PARTY

Name William G. Stafford

Address 109 Camrose Avenue, Baltimore, Maryland 21225

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 13.00
POSTAGE .50
#22080 CTTT RCI TOTAL
01/11/88

3. Maturity date of obligation (if any) February 4, 1990

4. This financing statement covers the following types (or items) of property: (list)

Equipment - All new and used equipment owned by Debtor, including that list attached hereto as Exhibt A.
Contract rights and client lists - any and all contract rights and client lists.
Insurance proceeds - any and all right, title and interest in insurance proceeds due and payable in connection with said business.
Inventory - Any and all of the Debtor's stock in trade or inventory held by Debtor from time to time.
Specifically including all additions, replacements, and after acquired Collateral.
Property to be generally located at 611 North Crain Highway, Glen Burnie, Anne Arundel County, Maryand 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)

Daniel Yi
(Signature of Debtor)

Daniel Yi
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

William G. Stafford
(Signature of Secured Party)

William G. Stafford
Type or Print Above Name on Above Line

1350

EXHIBIT A

EQUIPMENT LIST

BOOK 521 PAGE 578

BURNING OUTFIT
BURNING TANKS
WELDING MACHINE & TRAILER
DRILL PRESS
BAN SAW
DISK SAW
LARGE AIR COMPRESSOR
SMALL AIR COMPRESSOR
STEAMER
AIR COMP.
VISE
CHAIN HOIST
FLOOR JACK
BENCH GRINDER
TRUCK JACK
TRUCK JACK 10 Ton
3-GREASE GUNS
CIRCULAR SAW
PORTER POWER
SHOP WELDER
METAL TABLE
SIGN ON STREET
3/8"AIR DRIVE RATCHET
½" air impack wrench
½" air impact wrench
AIR GREASE GUN
AIR SHEAR PIN & GRINDER
AIR DRILL
BUTTERFLY IMPACT WRENCH
¼" RATCHET AIR
AIR CHELES
3/8" AIR IMPACT
DESK & CHAIR
2-FILE CABNETS
8-CADDIE FILES
CLOCK RADIO
ADDING MACHINE
4 DRAW & CONT
3 DRAW & CONT
3- RAMPS
G.E. REFRIGERATOR
OUT SIDE METAL TABLE
2- SKILL SAWS
4- TOOL CHEST
WELDING WIRE CABNET
2-TOOL CHEST TABLES

Donald G.
William G. Hall

EQIPMENT LIST

BOOK 521 PAGE 579

BATTERY CHARGER
AIR MASK
WELDING SHIELD
BURNING SHIELD
3- PAIR BURNING GOGGLES
PAIR JACK STANDS
PAIR JACK STANDS
PAIR JACK STANDS
HAND TOOLS
TOOL RACK
FLOOR FAN
BENCH FAN

FIRST AID KIT
RADIATOR REPAIR EQUIPMENT
FIRE EXTINGUSISHER
EXTRA TOURCHES
BURNING CART

Donna C. [illegible]
William G. Stapp

EQIPMENT LIST

BOOK 521 PAGE 579

BATTERY CHARGER
AIR MASK
WELDING SHIELD
BURNING SHIELD
3- PAIR BURNING GOGGLES
PAIR JACK STANDS
PAIR JACK STANDS
PAIR JACK STANDS
HAND TOOLS
TOOL RACK
FLOOR FAN
BENCH FAN

FIRST AIR KIT
RADIATOR REPAIR EQUIPMENT
FIRE EXTINGUSISHER
EXTRA TOURCHES
BURNING CART

Don Cox

William G. Stuff

271226

BOOK 521 PAGE 577

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 1/4/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Daniel Yi

Address 5634 Luckpenny Place, Columbia, Maryland 21045

2. SECURED PARTY

Name William G. Stafford

Address 109 Camrose Avenue, Baltimore, Maryland 21225

RECORD FEE 13.00
POSTAGE .50
#220490 CTT MDI TOFFIA
01/11/88
JA

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) February 4, 1990

4. This financing statement covers the following types (or items) of property: (list)

Equipment - All new and used equipment owned by Debtor, including that list attached hereto as Exhibt A.
Contract rights and client lists - any and all contract rights and client lists.
Insurance proceeds - any and all right, title and interest in insurance proceeds due and payable in connection with said business.
Inventory - Any and all of the Debtor's stock in trade or inventory held by Debtor from time to time.
Specifically including all additions, replacements, and after acquired Collateral.
Property to be generally located at 611 North Crain Highway, Glen Burnie, Anne Arundel County, Maryand 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)

Daniel Yi
(Signature of Debtor)

Daniel Yi
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

William G. Stafford
(Signature of Secured Party)

William G. Stafford
Type or Print Above Name on Above Line

1350

EXHIBIT A

EQUIPMENT LIST

BOOK 521 PAGE 578

BURNING OUTFIT
BURNING TANKS
WELDING MACHINE & TRAILER
DRILL PRESS
BAN SAW
DISK SAW
LARGE AIR COMPRESSOR
SMALL AIR COMPRESSOR
STEAMER
AIR COMP.
VISE
CHAIN HOIST
FLOOR JACK
BENCH GRINDER
TRUCK JACK
TRUCK JACK 10 Ton
3-GREASE GUNS
CIRCULAR SAW
PORTER POWER
SHOP WELDER
METAL TABLE
SIGN ON STREET
3/8"AIR DRIVE RATCHET
½" air impack wrench
½" air impact wrench
AIR GREASE GUN
AIR SHEAR PIN & GRINDER
AIR DRILL
BUTTERFLY IMPACT WRENCH
¼" RATCHET AIR
AIR CHELES
3/8" AIR IMPACT
DESK & CHAIR
2-FILE CABNETS
8-CADDIE FILES
CLOCK RADIO
ADDING MACHINE
4 DRAW & CONT
3 DRAW & CONT
3- RAMPS
G.E. REFRIGERATOR
OUT SIDE METAL TABLE
2- SKILL SAWS
4- TOOL CHEST
WELDING WIRE CABNET
2-TOOL CHEST TABLES

Donald G.
William D. Stell

EQIPMENT LIST

BOOK 521 PAGE 579

BATTERY CHARGER
AIR MASK
WELDING SHIELD
BURNING SHIELD
3- PAIR BURNING GOGGLES
PAIR JACK STANDS
PAIR JACK STANDS
PAIR JACK STANDS
HAND TOOLS
TOOL RACK
FLOOR FAN
BENCH FAN

FIRST AIR KIT
RADIATOR REPAIR EQUIPMENT
FIRE EXTINGUSISHER
EXTRA TOURCHES
BURNING CART

Don Cook

William G. Stapp

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

380

BOOK 521 PAGE 550

Identifying File No. 271227

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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. ☐

Conditional Sales Contract

This financing statement Dated 12/29/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Aeronautical Radio, Inc.

Address 2551 Riva Road, Annapolis MD 21401

2. SECURED PARTY

Name Marine Midland Bank (Delaware), National Association

Address P.O. Box 1596, Wilmington DE 19899

Attn: Ken Tripp

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 12/1/92

4. This financing statement covers the following types (or items) of property: (list)

Equipment listed on Exhibit A attached hereto and made a part hereof.

RECORD FEE 11.00
POSTAGE .50
#220700 C777 R01 T09:19
01/11/88

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Kenneth Almgren
(Signature of Debtor)

Kenneth Almgren
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Kenneth Tripp
Type or Print Above Signature on Above Line

11 50

Exhibit A

ITEM			QTY	PRODUCT NUMBER	DESCRIPTION	LIST PRICE	
1	[illegible]	[illegible]	1	T16/[illegible]	Nonstop II Pkg System, 6MB	170,250	.00
2	01	01	1	T16/46E	4134 (XL4) DISK OPTION - PKG ST	57,000	.00
3	01	01	1	T16/7301	POWER MODULE	3,500	.00
5	01	01	1	T16/3401	LINE PRINTR CNTRLR/UNIV INTERFA	2,600	.00
6	01	05	1	T16/9090T	GUARDIAN 90AP	11,000	.00
7	01	05	1	T16/9257	COBOL85 NONSTOP SYS.	1,000	.00
8	01	05	1	T16/9076T	6100 RSC	500	.00
10	01	05	1	T16/9505	GENERALIZED FULL-DUPLEX PROTOCO	2,000	.00
11	01	01	1	T16/6105-1	INTELLIGENT COMM. CONTROLLER (I	5,455	.00
14	01	01	1	T16/6106	ASYNC COMMUNICATIONS CONTROLLER	5,760	.00
15	01	05	1	T16/9075T	ATP 6100	500	.00
16	01	05	1	T16/9054T	EXCHANGE - REMOTE JOB ENTRY	500	.00
18	07	01	6	T16/6AX/20M	20MB WORKSTATION	4,533	.00
19	07	01	1	T16/6EG	EXT. GRAPHICS DISPLAY CNTLR.-6A	575	.00
20	07	01	1	T16/6MC	HI-RES COLOR MONITOR 6AX WKST.	775	.00
21	07	01	1	T16/6ML	MEM. INCREMENT 512KB CHIPS -6AX	250	.00
22	07	01	5	T16/6MS	MEM. INCREMENT 128KB CHIPS -6AX	150	.00
23	07	01	6	T16/6TS	TILT/SWIVEL OPT. 6AX WORKSTATIO	40	.00
24	07	01	5	T16/6MA	MONOCHROME MONITOR 6AX WORKSTAT	250	.00
25	07	01	6	T16/6TXA	USASCII KEYBOARD 6AX WORKSTATIO	0	.00
26	01	01	1	T16/7503	UNIVERSAL PATCH PANEL	0	.00
					PAGE SUBTOTAL		

ITEM			QTY	PRODUCT NUMBER	DESCRIPTION	LIST PRICE	
[illegible]	[illegible]	[illegible]	[illegible]	T16/6EG	EXT. GRAPHICS DISPLAY CNTLR.-6A	575	.00
1	07	01	6	T16/6SP	SER/PAR/CUR LOOP CARD 6AX WEST.	185	.00
					FREIGHT CHARGE		

ITEM			QTY	PRODUCT NUMBER	DESCRIPTION	LIST PRICE	
[illegible]	[illegible]	[illegible]	1	T16/16A-025	PRINTER CABLE 25'	125	.00
28	01	05	1	T16/9407	IXF-HOST SOFTWARE	300	.00
					FREIGHT CHARGE		

BOOK 521 PAGE 582

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

271223

☐ Not subject to Recordation Tax
☒ Subject to Recordation Tax. Principal Amount is $ 75,000.00
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR	SECURED PARTY (OR ASSIGNEE)
Physical Rehabilitation Center of Annapolis, Inc. (Name)	THE FIRST NATIONAL BANK OF MARYLAND Attn: Catherine T. Lewis (Name of Loan Officer)
114 Forbes Street (Address)	18 West Street (Address)
Annapolis, Maryland 21401	Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

ALL ASSETS

RECORD FEE 12.00
RECORD TAX 525.00
POSTAGE .50
01/11/88

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance, all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor. _____

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)	SECURED PARTY (OR ASSIGNEE)
_____ (Seal)	_____ (Seal)
Marshall K. Steele, III (Seal)	Stephen E. Faust (Seal)
(Signature)	(Signature)
Marshall K. Steele, III - President (Print or Type Name)	Stephen E. Faust - Vice President (Print or Type Name)

STATE OF MARYLAND

BOOK 521 PAGE 583 271289

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. $_____

If this statement is to be recorded in land records check here. ☐

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ Lessee:

Name LEGUM AND HENLEY, PA

Address 208 Duke of Gloucester St., Annapolis, MD 21401

2. SECURED PARTY Lessor:

Name Century Equipment Leasing Corporation

Address P.O. Box 157, Willow Grove, PA 19090

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) Multiline Credenza #8180

S/N N/A

Name and address of Assignee
Bank Leumi
1511 Walnut Street
Philadelphia, PA 19102

"TOTAL RECEIVABLE $2,124.00."

RECORD FEE 11.00
RECORD TAX 17.50
#230720 CTT RCT T09:23
01/11/88
JC

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above 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)

Alan Legum - President
LEGUM AND HENLEY, PA
Type or Print Above Signature on Above Line

Asst.Secy.
(Signature of Secured Party)

Century Equipment Leasing Corporation
Type or Print Above Signature on Above Line

1T 17.50 .00

BOOK 521 PAGE 584

271330

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):

Kiewit Eastern Corp.
6797 Dorsey Road
Baltimore, MD 21227

2. Secured Party(ies) Name(s) and Address(es)

L. B. Smith, Inc.
5985 Court St. Rd.
Syracuse, NY 13206-0065

4 For Filing Officer Date, Time, No. Filing Office

RECORD FEE 11.00
POSTAGE .50
01/11/88

5. This Financing Statement covers the following types (or items) of property:

One (1) 1986 Koehring Backhoe,
Model 6644,S/N 21055

Working in New York State (Hinkley, NY)

☐ Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es)

7 ☐ The described crops are growing or to be grown on *
☐ The described goods are or are to be affixed to *
☐ The lumber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate Below)

8. Describe Real Estate Here

☐ This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

No. & Street | Town or City | County | Section | Block | Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
☒ under a security agreement signed by debtor authorizing secured party to file this statement, or
☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the debtor, or ☐ as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
☐ when the collateral was brought into the state, or ☐ when the debtor's location was changed to this state.

KIEWIT EASTERN CORP.

By _____
Signature(s) of Debtor(s)

L. B. SMITH, INC.

By Brenda W. Smith
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical

11.50

(5/82) STANDARD FORM - FORM UCC-1 — Approved by Secretary of State of New York

BOOK 521 PAGE 585

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code:

No. of Additional Sheets Presented:

Maturity Date 3. (Optional):

1. Debtor(s) (Last Name First) and Address(es):

ALARM TECHNOLOGIES, INC.
d/b/a ATI
2455 Hudson Street
Annapolis, MD 21401

2. Secured Party(ies) (Name(s) and Address(es):

NORTH SUPPLY COMPANY
600 Industrial Parkway
Industrial Airport, KS 66031

4. For Filing Officer: Date, Time, No., Filing Office

RECORD FEE 10.00
POSTAGE .50

5. This Statement Refers to Original Financing Statement No. 15130 C345 472-468
Filed (date) 4-25-84 with Clerk of Cir. Ct. (If Fixtures) in Book _____ Page _____

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 is required if Collateral is added.)

7. Description of Collateral:

8. Name(s) of Record Owner(s):

NORTH SUPPLY COMPANY

By _____
Signature(s) of Debtor(s) (Only on Amendment)

By: _____
Signature(s) of Secured Party(ies)

Approved By: _____
Secretary of State

1055

(1) FILING OFFICER COPY-ALPHABETICAL
FORM M-UCC-3-MISSOURI UNIFORM COMMERCIAL CODE

BOOK 521 PAGE 586

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)
Dr. Errol A. Phillip, M.
1835 Forest Drive, Suite F
Annapolis, MD 21401

2. Secured Party(ies) and address(es)
Affiliated Capital Corp
707 Skokie Blvd.
Northbrook, IL 60062

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 13.00
POSTAGE .50
BURDICK EQUIP RENTAL TAX
DEC 18 87

259632
LIBER 492 PAGE 484

4. This financing statement covers the following types (or items) of property:
S51276B51125B

(1) Burdick EK-8

NOT SUBJECT TO RECORDATION TAX

5. Assignee(s) of Secured Party and Address(es)
Elgin Federal Financial Center, 1695 Larkin Ave. @ Lyle, Elgin, IL 60120

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check [X] if so)
- [ ] already subject to a security interest in another jurisdiction when it was brought into this state.
- [ ] which is proceeds of the original collateral described above in which a security interest was perfected:

RECORD FEE 10.00
POSTAGE .50

Check [X] if covered: [X] Proceeds of Collateral are also covered. [ ] Products of Collateral are also covered. No. of additional Sheets presented.

Filed with: Clerk of Circuit Court, Anna Arundel County, P.O. Box 71, Annapolis, MD 21404

RECORD FEE 10.00

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

01/11/88

Elgin Federal Financial Center

Date December 30, 19 87

By: [signature]
(Signature of Secured Party or Assignee of record. Not Valid Until Signed.)

10.5

(3) Filing Officer Copy-Acknowledgement

Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgment.

BWI/BWR-SJI-FS3

BOOK 521 PAGE 587

To be filed with the County Clerk
of Anne Arundel County, Maryland

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for filing pursuant to the Maryland Uniform Commercial Code.

1. The name and address of the Debtor ("Debtor") is:

SEAJAY INVESTMENT GROUP, INC.
10304 East Freeway, Suite 300
Houston, Texas 77029

2. The name and address of the Secured Party ("Secured Party") is:

BORG-WARNER ACCEPTANCE CORPORATION
13760 Noel Road, Suite 918
Dallas, Texas 75240

3. Debtor hereby grants to a security interest to Secured Party in and this Financing Statement covers, the following types of collateral ("Collateral"):

All Receivables or other receivables of Debtor, being all of Debtor's right to payment for goods sold, leased or rented or for services rendered by Debtor; including, but not limited to, all accounts, installment sales contracts, accounts receivable, instruments, chattel paper, general intangibles and contract rights now owned or hereafter acquired by Debtor, and all proceeds therefrom.

All of the Inventory or other inventory of Debtor, being all inventory, new or used, of whatever kind or nature, wherever located, now owned or hereafter acquired, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and accessions thereto and thereof, and all other goods used or intended to be used in conjunction therewith (all of the foregoing referred to as "Inventory") and including, without limiting the foregoing, the Inventory located at Debtor's places of business set forth hereinbelow, and all proceeds thereof (whether in the form of cash, instruments, chattel paper, general intangibles, accounts or otherwise).

17.00

All accounts and instruments of Debtor.

All equipment, fixtures and furniture now owned or hereinafter acquired and wherever located, including without limiting the foregoing, the equipment, fixtures and furniture located at Debtor's places of business set forth hereinbelow.

All general intangibles, including all rental contracts, customer agreements and the proceeds from such contracts and agreements.

All bank accounts of Debtor.

All monies, residues and property of any kind, now or at any time or times hereafter, in the possession or under the control of Secured Party or a bailee of Secured Party.

All accessions to, substitutions for and all replacements, products and proceeds of the foregoing, including, without limitation, proceeds of insurance policies insuring the Collateral; and

All books and records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) of Debtor pertaining to any of the foregoing.

This Financing Statement covers all of the foregoing, whether located at those locations set forth on Exhibit "A" attached hereto and fully incorporated herein for all purposes; or elsewhere.

SECURED PARTY:
BORG-WARNER
ACCEPTANCE CORPORATION

By: G. J. Crenshaw
(Signature)

G. J. Crenshaw National Sales Manager
(Printed Name and Title)

DEBTOR:
SEAJAY INVESTMENT GROUP, INC.

By: Charles Koenig
(Signature)

Charles Koenig - Pres.
(Printed Name and Title)

BWI/BWR/SJI-SL

BOOK 521 PAGE 589

Seajay Investment Group, Inc.

10304 East Freeway, Suite 300
Houston, TX 77029-1989

507 St. James
San Antonio, TX 78202-2355

803 Castroville
San Antonio, TX 78237-3148

1331 S.W. Military Drive
San Antonio, TX 78221-1538

8244 Marbach Road
San Antonio, TX 78227-1618

1933 Fredericksburg, #101
San Antonio, TX 78201-4455

2746 South Staples
Corpus Christi, TX 78404-3620

1718 E. Main
Alice, TX 78332-4969

316 E. Kleberg Avenue
Kingsville, TX 78363-4575

10309 S. Padre Island Drive
Corpus Christi, TX 78418-4413

517 W. Oltorf
519 W. Oltorf
Austin, TX 78704-5447

5843 Berkman Drive
Austin, TX 78723-2624

925 E. Highway 80
San Mar Plaza
San Marcos, TX 78666-8116

6929 Airport Blvd.
Austin, TX 78752-4101

Warehouse
1029 Reinli Street
Austin, TX 78723-1748

4671 Montana
El Paso, TX 79903-4707

9224 Dyer
El Paso, TX 79924-6420

911 Yarbrough
El Paso, TX 79915-2219

2921 Boca Chica
Brownsville, TX 78521-3505

819 N. Tenth Street
McAllen, TX 78501-4314

216 N. Ed Carey Drive
Harlingen, TX 78550-7908

511 E. Memorial Blvd.
Lakeland, FL 33801-1843

1166 Havendale Blvd., N.W.
Winter Haven, FL 33881-1362

428 S.W. Pine Avenue
Ocala, FL 32671-2020

1516 S. French Avenue
Sanford, FL 32771-3374

423 Cortez Road West
Bradenton, FL 34210-3121

2325 34th Street South
St. Petersburg, FL 33711-3227

2933 E. Hillsborough Avenue
Tampa, FL 33610-4412

7504 N. Florida Avenue
Tampa, FL 33604

1324 E. University Avenue
Gainesville, FL 32601-5713

770 N. Edgewood
Jacksonville, FL 32205-3014

5526 Norwood Ave.
Jacksonville, FL 33208

BWI/BWR/SJI-SL

3816 Liberty Heights Avenue
Baltimore, MD 21215-7119

3509 E. Eastern Avenue
Baltimore, MD 21224-4124

2109 Patapsco Avenue
Baltimore, MD 21230-2946

4650 Edmondson Avenue
Baltimore, MD 21229-1506

127 Hillsmere
Annapolis, MD 21403-3920

6527 Annapolis Road
Bladensburg, MD 20710

6990 Marlboro Pike
Forestville, MD 20747-3242

5810 Stockton Blvd.
Sacramento, CA 95824-3016

5712 Watt Avenue
N. Highlands, CA 95660-4752

234 E. Charter Way
Stockton, CA 95206-1335

605 Tennessee
Vallejo, CA 94590-4432

801 W. El Camino Real
Mountain View, CA 94940-2511

1922 El Camino Road
Redwood City, CA 94063

1420 E. Hatch Road
Suite E, Space 1
Modesto, CA 95351-5013

3567 Palmer Highway
Texas City, TX 77590

1810 Creighton Road
Richmond, VA 23223-5426

2034 S. Sycamore Street
Petersburg, VA 23805-2727

515 E. Southside Plaza
Richmond, VA 23224-1717

2836 E. Indian School Road
Phoenix, AZ 85016-6864

4434 W. Thomas, Suite 1
Phoenix, AZ 85031

510 E. Baseline Road, Suite 6
Phoenix, AZ 85040

BWI/BWR-SJI-FS3

BOOK 521 PAGE 591

To be filed with the County Clerk
of Anne Arundel County, Maryland

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for filing pursuant to the Maryland Uniform Commercial Code.

1. The name and address of the Debtor ("Debtor") is:

TOTAL RENTALS, INC.
d/b/a COLORTYME
10304 East Freeway, Suite 300
Houston, Texas 77029

2. The name and address of the Secured Party ("Secured Party") is:

BORG-WARNER ACCEPTANCE CORPORATION
13760 Noel Road, Suite 918
Dallas, Texas 75240

3. Debtor hereby grants to a security interest to Secured Party in and this Financing Statement covers, the following types of collateral ("Collateral"):

All Receivables or other receivables of Debtor, being all of Debtor's right to payment for goods sold, leased or rented or for services rendered by Debtor; including, but not limited to, all accounts, installment sales contracts, accounts receivable, instruments, chattel paper, general intangibles and contract rights now owned or hereafter acquired by Debtor, and all proceeds therefrom.

All of the Inventory or other inventory of Debtor, being all inventory, new or used, of whatever kind or nature, wherever located, now owned or hereafter acquired, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and accessions thereto and thereof, and all other goods used or intended to be used in conjunction therewith (all of the foregoing referred to as "Inventory") and including, without limiting the foregoing, the Inventory located at Debtor's places of business set forth hereinbelow, and all proceeds thereof (whether in the form of cash, instruments, chattel paper, general intangibles, accounts or otherwise).

14.00

All accounts and instruments of Debtor.

All equipment, fixtures and furniture now owned or hereinafter acquired and wherever located, including without limiting the foregoing, the equipment, fixtures and furniture located at Debtor's places of business set forth hereinbelow.

All general intangibles, including all rental contracts, customer agreements and the proceeds from such contracts and agreements.

All bank accounts of Debtor.

All monies, residues and property of any kind, now or at any time or times hereafter, in the possession or under the control of Secured Party or a bailee of Secured Party.

All accessions to, substitutions for and all replacements, products and proceeds of the foregoing, including, without limitation, proceeds of insurance policies insuring the Collateral; and

All books and records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) of Debtor pertaining to any of the foregoing.

This Financing Statement covers all of the foregoing, whether located at those locations set forth on Exhibit "A" attached hereto and fully incorporated herein for all purposes; or elsewhere.

SECURED PARTY:
BORG-WARNER
ACCEPTANCE CORPORATION

By: D.J. Crenshaw
(Signature)

G.J. Crenshaw National Sales Manager
(Printed Name and Title)

DEBTOR:
TOTAL RENTALS, INC.
d/b/a COLORTYME

By: Charles Koenig
(Signature)

Charles Koenig - Pres.
(Printed Name and Title)

BWI/BWR/SJI-SL2

BOOK 521 PAGE 593

EXHIBIT "A"

Total Rentals, Inc.

Corporate Office:

10304 East Freeway
Suite 300
Houston, Texas 77029

3816 Liberty Heights Avenue
Baltimore, MD 21215-7119

3509 E. Eastern Avenue
Baltimore, MD 21224-4124

2109 Patapsco Avenue
Baltimore, MD 21230-2946

4650 Edmondson Avenue
Baltimore, MD 21229-1506

127 Hillsmere
Annapolis, MD 21403-3920

6527 Annapolis Road
Bladensburg, MD 20710

6990 Marlboro Pike
Forestville, MD 20747-3242

BOOK 521 PAGE 594

271231

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):
BMT Commodity Corp. - 875 Third Avenue New York, NY 10022 c/o Patapsco Industrial Park 808 Barkwood Court Linthicum, MD 21290

2. Secured Party(ies) Name(s) and Address(es)
Marine Midland Bank, N.A.
Two World Trade Center
25th Floor
New York, NY 10048

3. ☐ The Debtor is a transmitting utility

4. For Filing Officer: Date, Time, No. Filing Office

RECORD FEE 11.00
POSTAGE .50

5. This Financing Statement covers the following types (or items) of property:
All Equipment, Inventory, Documents, Accounts, Chattel Paper and General Intangibles, now owned or hereafter acquired, wherever located and any and all such items, now owned or hereafter acquired, which are or become Fixtures.

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 Below)

No. & Street Town or City County Section Block Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
☐ under a security agreement signed by debtor authorizing secured party to file this statement, or
☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the debtor, or ☐ as to which the filing has lapsed, or
already subject to a security interest in another jurisdiction:
☐ when the collateral was brought into the state, or ☐ when the debtor's location was changed to this state.

BMT Commodity Corp.

By Robert Ganz Signature(s) of Debtor(s) President

Marine Midland Bank, N.A.

By Debra Peters, AVP
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical
(5/82)

STANDARD FORM - FORM UCC-1 — Approved by Secretary of State of New York

BOOK 521 PAGE 595

271235

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).

A/T Products Corp.
875 Third Avenue
New York, NY 10022 c/o
Patapsco Industrial Park
808 Barkwood Court
Linthicum, MD 21290

2. Secured Party(ies) Name(s) and Address(es)

Marine Midland Bank, N.A.
Two World Trade Center
25th Floor
New York, NY 10048

4. For Filing Officer: Date, Time, No. Filing Office

RECORD FEE 11.00
POSTAGE .50

5. This Financing Statement covers the following types (or items) of property:

All Equipment, Inventory, Documents, Accounts, Chattel Paper and General Intangibles, now owned or hereafter acquired, wherever located and any and all such items, now owned or hereafter acquired, which are or become Fixtures.

☐ Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es)

7. ☐ The described crops are growing or to be grown on: *
☐ The described goods are or are to be affixed to: *
☐ The lumber to be cut or minerals or the like (including oil and gas) is on: *
*(Describe Real Estate Below)

8. Describe Real Estate Here: ☐ This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

No. & Street | Town or City | County | Section | Block | Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
☐ under a security agreement signed by debtor authorizing secured party to file this statement, or
☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the debtor, or ☐ as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
☐ when the collateral was brought into the state, or ☐ when the debtor's location was changed to this state.

A/T Products Corp.

By Robert Ganz President
Signature(s) of Debtor(s)

Marine Midland Bank, N.A.

By Melissa Peters AVP
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical

(5/82) STANDARD FORM - FORM UCC-1 — Approved by Secretary of State of New York

BOOK 521 PAGE 596

271236

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):
Delca International Division of BMT Commodity Corp. - 875 Third Avenue New York, NY 10022 c/o Patapsco Industrial Park 808 Barkwood Court Linthicum, MD 21290

2. Secured Party(ies) Name(s) and Address(es)
Marine Midland Bank, N.A.
Two World Trade Center
25th Floor
New York, NY 10048

4 For Filing Officer: Date, Time, No. Filing Office

RECORD FEE 11.00
POSTAGE .50
01/11/88

5. This Financing Statement covers the following types (or items) of property:
All Equipment, Inventory, Documents, Accounts, Chattel Paper and General Intangibles, now owned or hereafter acquired, wherever located and any and all such items, now owned or hereafter acquired, which are or become Fixtures.

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 Below)

☐ 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

No. & Street | Town or City | County | Section | Block | Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
☐ under a security agreement signed by debtor authorizing secured party to file this statement, or
☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the debtor, or ☐ as to which the filing has lapsed, or
already subject to a security interest in another jurisdiction:
☐ when the collateral was brought into the state, or ☐ when the debtor's location was changed to this state.

Delca International Division of BMT Commodity Corp.

By Robert Ganz Signature(s) of Debtor(s) President

Marine Midland Bank, N.A.

By Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical

(5/82) STANDARD FORM - FORM UCC-1 — Approved by Secretary of State of New York

BOOK 521 PAGE 597

271237

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)

DavCo Food, Inc.
714 Nursery Road
Linthicum, MD 21090

2. Secured Party(ies) and address(es)

Third National Bank
in Nashville, as Agent
201 Fourth Avenue, North
Nashville, Tennessee 37244

3. Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
#220650 CTT ROI T09:48
01/11/88

4. This financing statement covers the following types (or items) of property:

See Exhibit A.

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor' signature to perfect a security interest in collateral. (check [X] if so)

- [ ] already subject to a security interest in another jurisdiction when it was brought into this state.
- [ ] which is proceeds of the original collateral described above in which a security interest was perfected.

Check [X] if covered: [X] Proceeds of Collateral are also covered. [ ] Products of Collateral are also covered. No. of additional Sheets presented: 1

Filed with:

DAVCO FOOD, INC.

By: Harry Roth V.P.
Signature(s) of Debtor(s)

THIRD NATIONAL BANK IN NASHVILLE, AS AGENT

By: John L Harwell AVP
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

AMBROSE PRINTING COMPANY NASHVILLE TN 37202 31288-AG

Maximum principal indebtedness for Tennessee recording tax purposes is $ _____

The Collateral includes all of Debtor's right, title, and interest in and to the following described property (and types of property) both presently existing and hereafter acquired or arising:

(1) Equipment, including, but not limited to, all of Debtor's furniture, fixtures, machinery, equipment, parts, accessories, improvements, replacements, and substitutions that are used by or useful to Debtor in the operation and management of its business.

(2) The proceeds (including insurance proceeds) of any and all of the foregoing collateral.

(3) All ledgers, books of account, and records of Debtor relating to any and all of the foregoing.

The security interest of Third National Bank in Nashville, as Agent, in the Collateral is junior and subordinate to the security interest of Mellon Financial Services Corporation in the Collateral.

This financing statement reflects a security interest securing reimbursement of a letter of credit obligation that is not yet due and payable.

The Debtor certifies that no recordation tax is due in connection with the filing of this financing statement.

BOOK 521 PAGE 599

271238

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)

DavCo Food, Inc.
1064 Northbound Route 3
Gambrills, MD 21054

2. Secured Party(ies) and address(es)

Third National Bank
in Nashville, as Agent
201 Fourth Avenue, North
Nashville, Tennessee 37244

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50

4. This financing statement covers the following types (or items) of property:

See Exhibit A.

5. Assignee(s) of Secured Party and Address(es)

01/11/85

This statement is filed without the debtor' signature to perfect a security interest in collateral. (check [X] if so)
- [ ] already subject to a security interest in another jurisdiction when it was brought into this state.
- [ ] which is proceeds of the original collateral described above in which a security interest was perfected:

Check [X] if covered [X] Proceeds of Collateral are also covered. [ ] Products of Collateral are also covered. No. of additional Sheets presented: 1

Filed with:

DAVCO FOOD, INC.

By: Henry Lath V.P.
Signature(s) of Debtor(s)

THIRD NATIONAL BANK IN NASHVILLE, AS AGENT

By: [illegible] Harrod
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

AMBROSE PRINTING COMPANY NASHVILLE TN 37202 31288-AG

"Maximum principal indebtedness for Tennessee recording tax purposes is $ _____."

EXHIBIT A

The Collateral includes all of Debtor's right, title, and interest in and to the following described property (and types of property) both presently existing and hereafter acquired or arising:

(1) Equipment, including, but not limited to, all of Debtor's furniture, fixtures, machinery, equipment, parts, accessories, improvements, replacements, and substitutions that are used by or useful to Debtor in the operation and management of its business.

(2) The proceeds (including insurance proceeds) of any and all of the foregoing collateral.

(3) All ledgers, books of account, and records of Debtor relating to any and all of the foregoing.

The security interest of Third National Bank in Nashville, as Agent, in the Collateral is junior and subordinate to the security interest of Mellon Financial Services Corporation in the Collateral.

This financing statement reflects a security interest securing reimbursement of a letter of credit obligation that is not yet due and payable.

The Debtor certifies that no recordation tax is due in connection with the filing of this financing statement.

END
LIBER

MICRO-9